ARTS COUNCIL

Above €216,000 Call for Tender (CFT) – AC-2026-62

Provision of Film Advisor and Assessment Services

Date of issue: 02 November 2026

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IMPORTANT NOTICE

This Call for Tender (**CFT**) is issued by the Arts Council (Authority) for the purposes of a tender competition (**Competition**) for the award of the Contract.

The information provided in this CFT is offered in good faith for the guidance of Tenderers, but no warranty or representation is given as to the accuracy or completeness of any of it and the Authority and its advisers shall not be under any liability for any error, misstatement or omission.

None of the information shall constitute a contract or part of a contract between the Authority and any Tenderer. The Authority reserves the right not to follow up this request in any way and/or to change the tender procedure and/or terminate discussions or the tender procedure at any time. Neither the Authority nor its officers, employees, or advisers have any responsibility for Tenderers' costs or losses in connection with this Competition. The Authority shall not be obliged to enter into a contract with any Tenderer. Except for the Tenderer's irrevocable undertaking to keep its offer open for the prescribed period, no legal relationship or other obligation shall arise between the Tenderer and the Authority unless and until the Contract, the subject of this CFT, has been formally executed in writing by the Authority and the successful Tenderer in this Competition and any conditions precedent to the effectiveness of such document has been fulfilled.

The Authority reserves the right to amend this document, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

Nothing contained in this document is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or Contractual arrangements contained in any part of this document cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

Irish law is applicable to this document. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from this document.

Each Tenderer's acceptance of delivery of this CFT constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

PARTICULARS

A. DEFINITIONS

Authority	Means the Arts Council
Competition	Means this procurement process for the award of the Contract (if any)
Contract	Means the contract attached at Appendix 2
CFT	Means this Call for Tender and all accompanying documents, as may be amended or clarified by the Authority
Services	Means the services to be provide under the Contract, as described in Appendix 1 of this CFT
Tender	**Means a response to this CFT submitted by a Tenderer in accordance with the Tender Response Document (TRD) included as a separate document**
Tenderer	Means the individual or organisation that submits a Tender
ESPD	Means European Single Procurement Document
Tender Response Document (TRD)	Means the Tender Response Document issued together with this CFT which Tenderers must complete

B. CONTRACTING AUTHORITY AND CONTRACT

B1	**Contracting Authority**	The Arts Council
B2	**Tender Reference**	AC-2026-62
B3	**Contract**	Tenders are being sought from suitably qualified service providers for Film Advisor and Assessment Services. A description of the requirements is provided in Appendix 1 of this CFT.
B4	**Applicable procedure**	Open Tender procedure.
B5	**Duration of Contract**	It is envisaged that the Contract will commence in January 2027 for an initial term of 36 months. The Arts Council reserves the right to extend the Contract term for an additional period or periods of up to 12 months, with a maximum of 1 such extensions permitted subject to agreement with the successful Tenderer.
B6	**Budget**	The Estimated Contract Value (Budget) of the proposed Contract, including all services and any permitted extensions, is **€300,000 (excluding VAT)**. Tenderers should not exceed this when preparing their submission.

		All pricing must be quoted in Euro must be inclusive of expenses and quoted exclusive of VAT. This estimated range is indicative only and is provided for information purposes to assist Tenderers in understanding the anticipated scale of the Contract over the full Contract term and any permitted extensions. The estimate has been calculated based on anticipated service requirements and the application of the tendered daily and/or hourly rates. The Contracting Authority gives no guarantee, express or implied, as to the actual level of services to be required or the value of expenditure that may be incurred. No minimum level of work or spend is guaranteed, and actual expenditure may be less than the estimated range depending on operational requirements over the Contract term and any permitted extensions. All pricing must be quoted in Euro must be inclusive of expenses and quoted exclusive of VAT.

C. SUBMISSION OF TENDER

C1	**Time and date for submission of Tenders**	Tenders must be received not later than **17.00 hours (local time) on 02 December 2026. (“**the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
C2	**Method for submission of Tenders**	Tenders must be submitted via the electronic post-box available on www.eTenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means will NOT be accepted. Tenderers must ensure that they allow themselves sufficient time to upload and submit all required tender documentation before the Tender deadline at C1 above. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline. Tenders must be submitted in English. All Tenders submitted must be compiled such that they can be read easily. The Arts Council is not responsible for corruption in electronic documents. Tenders must ensure electronic documents are not corrupt.

D. CLARIFICATIONS/QUERIES

D1	**Queries/Requests for Clarifications**	All queries relating to any aspect of this Competition or this CFT must be directed to the messaging facility on www.etenders.gov.ie. For the avoidance of doubt, Tenderers may not contact the Arts Council directly regarding any aspect of this Competition. All responses to queries will be issued by the Arts Council via the messaging facility on www.etenders.gov.ie Where appropriate, questions may be amalgamated. Tenderers should note that the Contracting Authority will not make responses to individual Tenderers privately.
D2	**Final Time and Date for Receipt of Queries**	No later than: **12.00 hours (local time) on 20 November 2026.**

E. TENDER PRICING AND VALIDITY

E1	**Tender pricing**	All Tenderers must complete the Pricing Schedule, which is included with the Tender Response Document (TRD). All prices quoted must be all-inclusive (i.e., including but not being limited to, all costs/expenses/indexation), be expressed in Euro only, and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately. Any currency variation occurring over the Term of the Contract shall be borne by the Tenderer. Payments for Service provided pursuant to this CFT shall be subject to, and be made in accordance with, the terms and conditions set out Specimen Contract at Appendix 2 to this CFT.
E2	**Tender validity period**	Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.

F. COMPLIANT TENDERS

F1	**Compliant Tender**	If a Tenderer fails to comply in any respect with the requirements of this paragraph F, the Contracting Authority reserves the right to reject the Tenderer's Tender as non- compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

		• seeking written clarification from the Tenderer; • seeking further information from the Tenderer; or • waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.
F2	**Tender Requirements**	**a)** To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD that has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct; and (ii) that they satisfy the Selection Criteria for this Competition as set out at part G below; **b)** To submit all documentation which this CFT requires to be submitted with their Tender; **c)** To follow the format of this CFT and respond to each element in the order as set out in the Tender Response Documents TRD; **d)** To conform to and comply with all instructions and requirements set out in this CFT; **e)** Submit a signed Tenderer Statement set out in the TRD with their Tender; and **f)** Not to alter or edit this CFT **in any** way.
F3	Without prejudice to the generality of this **section F,** failure to comply with **section C** above will render the Tender non-compliant and it will be rejected.	

G. SELECTION CRITERIA

Ref:	Selection Criteria (PASS/FAIL)
G1	Tenderers must demonstrate operational and financial capacity through the value of relevant contracts or projects successfully managed. Tenderers must provide the values of two contracts under which services were successfully delivered during the five years preceding the tender deadline, indicating the number of subcontractors, partners etc. if applicable.
G2	Tenderers must be able to demonstrate experience of providing a service of similar nature, scale and complexity to the Services required by this CFT (as described in the requirements set out in Appendix 1 of this CFT). This experience shall be evidenced by way of two contracts successfully delivered in the past five years. (*Tenderers must*

	provide sufficient information to allow the Contracting Authority to judge the similarity of the reference contracts to the Services required by this CFT).
G3	Tenderers must provide a company profile in the TRD, providing information about their business and the personnel who will be involved in carrying out any Services in proposed to be Contract awarded. The Tenderer must also outline the organisations capacity setting out the organisation structure, current workforce levels, expertise within the company, that demonstrates it has the capacity to meet the requirements of the Services proposed Contract.
G4	Tenderers must confirm that they have a Health and Safety Policy and provide a copy of their organisation's Health and Safety Policy and Statement on request. Submission of satisfactory evidence will be a condition of Award of Contract.
G5	Tenderers must confirm their acceptance of the contract terms and that, if successful, they will: • Sign the Contracting Authority's Contract (see Appendix 2 of this CFT); and • Sign the Data Processing Agreement (see Appendix 3 of this CFT). Agreeing to and signing these documents will be a condition of Award of Contract. *Note: Tenderers may request clarifications regarding the terms and conditions of the Contract or the Data Processing Agreement by submitting a request for clarifications. Any clarifications must be sought in accordance with the process outlined part "D" of the Particulars of this CFT, and should be submitted prior to the deadline for submission of clarification requests set out in D2.*
G6	Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Contracting Authority's Data Protection Assessment (see Appendix 4 of this CFT) and provide all reasonably requested supporting documentation. The Contracting Authority reserves the right to determine whether the Services to be provided under this Contract give rise to any Data Protection risks. Where such risks are identified, completion of the Data Protection Assessment, if requested, will be a condition of Award of Contract. ***The Data Protection Assessment is provided for information purposes. Tenderers are not required to complete it unless requested by the Contracting Authority.***
G7	Tenderers must confirm that they shall take all reasonable steps to keep secure any Contracting Authority information that they may be provided with should they be awarded a Contract under this competition, and that they will use it only for the purposes of providing the Services. The Contracting Authority reserves the right to determine whether the Services to be provided give rise to any information security risks to its ICT infrastructure. Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Third-Party Supplier Information Security Assessment (see Appendix 5

	of this CFT) and provide all reasonably requested supporting documentation. Completion of this assessment, if requested, will be a condition of award of the Contract. ***The Third-Party Supplier Information Security Assessment questionnaire is provided for information purposes). Tenderers are not required to complete it unless requested by the Contracting Authority.***

H. AWARD CRITERIA

Only those Tenderers who have qualified in accordance with section "F" and "G" of this CFT will proceed to be evaluated under this section "H". In submitting a TRD, the onus is on the Tenderer to ensure that their application clearly communicates how it meets specified criteria.

No.	Award Criteria	Maximum Marks Available	Minimum Marks Required (60%)
H1	Knowledge of the Arts Council's work in the area of Film, including the policy context and the work of artists, arts organisations and others in this field.	**350**	**210**
H2	Quality of Approach and Methodology, including the approach to delivering policy advice, critical evaluation and the assessment of funding applications to a consistent standard, and to managing conflicts of interest across both advisory and assessment functions.	**275**	**165**
H3	Experience and Resources, in relation to Film and any other relevant fields of activities, including the experience of the proposed individual or team and the capacity to deliver the indicative annual volume of work.	**275**	**165**
H4	Proposed blended costs.	**100**	
	Total	**1,000**	

Methodology for scoring Qualitative Award Criteria

Score	Meaning	Interpretation
90 – 100%	Excellent	A very comprehensive response demonstrating extensive understanding offering full assurance to the Arts Council – fully supported with no reservations.

80 – 89%	Very good	A very good response demonstrating a very good understanding and offering convincing assurance that the Tenderer will deliver to a very high standard but contains a few, mostly minor, weaknesses – fully supported.
70 – 79%	Good	A good response demonstrating a good understanding and offering assurance that the Tenderer will deliver to a high standard but contains a number of weaknesses to client – well supported.
60 – 69%	Acceptable	An acceptable response demonstrating a minimum understanding and offering assurance. That the Tenderer will deliver requirements to an adequate standard but contains a number of weaknesses
Less than 60% is unacceptable and considered ineligible from further consideration		
1 to 59%	Poor	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.

Those Tenderers that have not achieved the required Minimum Marks for each of the qualitative award criteria as specified will be eliminated without having their costs assessed.

I. INSURANCE REQUIREMENTS

	Insurance requirements	**Indemnity Limit**
I1	Employer's Liability Insurance *Not required where the Tenderer is self-employed*	€13,000,000
I2	Public Liability Insurance *Where services are provided virtually or the contract is for product supply only, Public Liability Insurance will not be a requirement*	€6,500,000
I3	Professional Indemnity Insurance	€1,000,000

J. CONDITIONS PRIOR TO AWARD OF CONTRACT

J	Conditions precedent to the award of the Contract
J1	Provide evidence that the required insurance cover is currently in place or can be, if successful in the competition.
J2	Production of a valid Tax Clearance Certificate or log-in access to tax information details on the Irish Revenue Commissioners' website.
J3	Signed Tenderer Statement by authorised personnel in the organisation.
J4	Original Declaration of Personal Circumstances from each member of the Tenderer group, signed by the relevant member and witnessed by a practising solicitor/ commissioner for oaths.
J5	Any other evidence required in relation to accreditation.

J6	Production of sub-contracts / sub-consultancy appointments for approval (if applicable).
J7	Collateral Warranties from sub-contractors / sub-consultants (if applicable).

K. TRANSFER OF UNDERTAKINGS – PROTECTION OF EMPLOYEES (TUPE)

K	Transfer of Undertakings Protection of Employees (**TUPE**) Legislation	Tenderers must seek their own legal advice in relation to the application of TUPE Legislation to the Contract. [Employment details in relation to employees potentially affected by TUPE Legislation will be provided to Tenderers on request on execution of a confidentiality agreement.]

1. DESCRIPTION OF SERVICE REQUIREMENTS

1.1 Overview

Details of the Services required are contained in Appendix 1 of this CFT.

As set out in Clause 3.4 of the specimen Contract attached at Appendix 2, the Authority may vary the Services, including adding to or reducing the scope of Services.

2. SUBMISSION OF TENDERS

2.1 Deadline and Delivery of Tenders

If the Tenderer wishes to participate, it's completed Tender, including all attachments referred to must be delivered:

- by not later than the time and date stated at Item C1 of the Particulars;
- to the post-box facility stated at Item C2 of the Particulars;

All Tenders, supporting documents and correspondence must be in English. In circumstances where an original document, which is to form part of the Tender or correspondence with the Authority, is not in the English language, Tenderers must provide an accurate English translation together with a copy of the original document. In the event of a discrepancy or difference between various languages, the version in the English language shall prevail.

2.2 Tender Response Document

The Tender Response Document must be completed in accordance with this CFT.

2.3 Compliance

Only those Tenders who have:

a) submitted compliant Tenders pursuant to paragraph "F" above; and

b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in section "G" above (the "Selection criteria") will be evaluated in accordance with the Award Criteria at section "H" above.

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.

Tenders 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 section "G" above, it must ensure that each such entity:

(i) completes and submits a separate eESPD in respect of each such entity; and

(ii) when requested by the Contracting Authority, submit proof to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in section "G" above, it must submit a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2D of the eESPD for this Competition.

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

However, notwithstanding anything to the contrary in this section, 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);

(i) A Declaration as to personal circumstances to tender.

(ii) 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

(iii) 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 at paragraph F above.

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.

2.4 Reliance on resources

If a Tenderer has relied on the resources of a parent or other entity in its submission for this Competition, the Tenderer must include with its Tender a confirmation letter from such parent or other entity confirming that the resources relied upon will be made available and that a

contractual commitment will be entered into by such parent or other entity at Contract execution stage if required by the Authority.

2.5 Tenderer Structure

Tenders may be submitted by single entities or by groups of service providers. A group will not be required to convert into a specific legal form in order to submit a Tender, but may be required to do so prior to award of the Contract. The Authority reserves the right, amongst other solutions, to require that the Contract be entered into with each member of the group on the basis of joint and several liability or to Contract with one member of the group as prime consultant to whom the other members will be sub-consultants.

Where a group of service providers (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this CFT, the Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Contract only ("Prime Consultant"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member ("Sub-consultant"). During the performance of the Contract, the Prime Consultant shall be responsible to the Authority for the management and supervision of any Sub-consultant and for the acts and omissions of any Sub-consultant as if they were its own.

The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Consultant 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 (including from any Sub-consultant) will NOT be accepted, acknowledged or responded to.

2.6 Tenderer Statement

Tenderers must complete and submit the Tenderer Statement set out in the Tender Response Document with their tender confirming their acceptance of the terms and conditions of the Service Contract. Tenders may not amend the Tenderer's Statement.

The Tenderer Statement submitted with the Tender can be signed electronically. However, prior to entering into the Contract, the successful Tenderer must submit the original signed Tenderer Statement of the Tenderer.

2.7 Tender Validity Period

Tenders must remain open for acceptance for the period specified in Item E of the Particulars.

3. QUERIES RAISED

3.1 All queries or requests for clarification by a Tenderer should be raised in accordance with Item D1 of the Particulars. Verbal queries or requests for clarification will not be considered by the Authority.

3.2 The Authority will endeavour to respond to all reasonable queries/requests received on or before the Final Time and Date for Receipt of Queries noted at Item D2 of the Particulars, but does not undertake to respond to all queries/requests received. The Authority may at its absolute discretion, but shall not be obliged to, reply to queries received after that date.

3.3 All queries received, together with replies and clarifications on the points raised, may be circulated to all Tenderers. If a Tenderer believes a query/request and/or its response relates to a confidential or commercially sensitive aspect of its Tender, it must mark the query/request as "confidential" or "commercially sensitive". If the Authority, at its discretion, is satisfied that the query/request and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query/request and its response shall be kept confidential (subject to any applicable legal requirements).

3.4 If the Authority is of the opinion that it would be inappropriate to answer the query/request on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or to raise any objection within 2 working days of such notification and state the grounds for its objection. If the Tenderer does not withdraw the query/request or raise any objection within the specified period, or the Authority is of the opinion that, notwithstanding the objection of the Tenderer, the query/request is not confidential or commercially sensitive, the Authority may issue the query/request and its response to all of the Tenderers.

3.5 If the Authority is of the opinion that these CFT need to be supplemented with information which clarifies or amends these CFT (including by adding to or deleting from these CFT), whether because of any query raised by a Tenderer or otherwise, it is entitled to do so at any time prior to the date for submission of Tenders.

If a Tenderer becomes aware of any ambiguity, discrepancy, error, or omission in these CFT, it must immediately notify the Authority, even after the time for submitting queries has expired. The Authority shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission.

4. EVALUATION PROCESS

4.1 Introduction

Tenders will be examined initially for completeness and compliance with this CFT. Where a Tender departs from the requirements in this CFT or is ambiguous, the Authority will proceed in accordance with section [2.3]. Those Tenderers who are not eliminated following this step will have their Tenders evaluated on the basis of their responses in the Tender Response Document, in accordance with the applicable selection and award criteria set out in parts "G" and "H" of the Particulars and as described in this section 4.

4.2 Selection Criteria

Tenders will either pass OR fail each of the Selection Criteria set out in part "G" of the Particulars above. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition and will not have their Tender evaluated against the award criteria set out in part "H" of the Particulars.

a) Tenderers must demonstrate operational and financial capacity through the value of relevant contracts or projects successfully managed. Tenderers must provide the values of two contracts in the Tender Response Document under which services were successfully delivered during the five years preceding the tender deadline, indicating the number of subcontractors, partners etc. if applicable.

Failure to demonstrate that this operational and financial capacity requirement is satisfied will result in the Tenderer being awarded a **fail**.

Prior to the award of any Contract, a successful Tenderer will be required to furnish a Banker's statement, dated within the last six months, providing evidence of its financial standing and/or copies of their audited accounts for the 3 most recent years.

b) Tenderers must declare in the TRD that they satisfy the technical and professional requirements and provide the supporting documentation specified to the Contracting Authority in each case with their Tender:

Tenderers must detail in TRD that they have successfully delivered a minimum of **two (2**) example contracts for services similar in nature and scope to the Services required as described at Appendix 1 of this CFT:

i. The entity that performed the Services under the relevant reference contract must be the entity proposed to provide the relevant Services under the Contract.

ii. Tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of the reference contracts to the Services required by this CFT.

iii. The tenderer must provide the name and contact details of a referee from the customer organisation (in the relevant section of TRD) that can confirm the information provided by the Tenderer is true and accurate.

iv. Where the Tenderer fails or is unable to provide the specified documentation or if the information provided does not demonstrate that the Tenderer has provided the services as described above within the last five (5) years, the Tenderer will be eliminated from the Competition.

c) Using the template provided in the TRD, Tenderers are required to provide the following information about their business and the personnel who will be involved in carrying out any Contract awarded, including:

- Company/Organisation profile and background regarding current business activities;
- Address of office from which the proposed Services will be provided.

Tenderers must submit details of organisational structure, current workforce levels, and a breakdown of the number of consultants with the relevant skillset and expertise by professional grade/level within the company and background regarding current business activities as set out in this RFT. The Contracting Authority will consider whether the organisational structure and capacity is sufficient to meet the requirements of the Contract

d) Tenderers must confirm that they have a Health and Safety Policy and provide a copy of their organisation's Health and Safety Policy and Statement on request.

Tenderers must demonstrate that they have a procedure that ensures all staff have completed health and safety training and have access to on-going health and safety training.

e) Tenderers must confirm their acceptance of the contract terms and that, if successful, they will:

- Sign the Contracting Authority's Contract (see Appendix 2 of this CFT); and
- Sign the Data Protection Agreement (see Appendix 3 of this CFT).

Agreeing to and signing these documents will be a condition of Award of Contract.

Tenderers may seek clarifications in relation to the Contract and the Data Processing Agreement by submitting a request for clarifications in accordance with the process set out in section "D" of the Particulars above.

The Contracting Authority may, where appropriate, issue amendments or clarifications to the Contract documents in response to clarification requests received before the Tender Submission Deadline. Any such amendments will be issued to all Tenderers in accordance with the RFT procedures. No material changes to the Service Contract or the Data Processing Agreement will be made after the Tender Submission Deadline.

f) Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Contracting Authority's Data Protection Assessment (see Appendix 4 of this CFT) and provide all reasonably requested supporting documentation.

The Contracting Authority reserves the right to determine whether the Services to be provided under the Contract give rise to any Data Protection risks. Where such risks are identified, completion of the Data Protection Assessment, if requested, will be a condition of Award of Contract. Should the Contracting Authority determine that the Tenderer's responses do not meet its minimum data protection standards, it reserves the right not to award the Contract to the Tenderer.

Note: The Data Protection Assessment questionnaire is provided for information purposes. Tenderers are not required to complete it unless requested by the Contracting Authority.

g) Tenderers must confirm that they shall take all reasonable steps to keep secure any Contracting Authority information that they may be provided with should they be awarded a Contract under this competition, and that they will use it only for the purposes of providing the Services.

The Contracting Authority reserves the right to determine whether the Services to be provided give rise to any information security risks to its ICT infrastructure. Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Third-Party Supplier Information Security Assessment (see Appendix 5 of this CFT) and provide all reasonably requested supporting documentation.

Completion of this assessment, if requested, will be a condition of award of the Contract. Should the Contracting Authority determine that the Tenderer's responses do not meet its minimum information security standards, it reserves the right not to award the Contract to the Tenderer.

Note: The Third-Party Supplier Information Security Assessment questionnaire is provided for information purposes). Tenderers are not required to complete it unless requested by the Contracting Authority.

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

4.3 *Award Criteria*

The criteria that will be applied by the Authority to determine the most economically advantageous tender are set out in Item H of the Particulars.

The qualitative award criteria will be evaluated solely against the information provided by Tenderers in the Tender Response Document ("TRD").

Each of the award criteria will be assessed on an overall basis. A mark will be awarded to each criterion in accordance with the scoring methodology set out below. The individual mark within each band will be allocated based on the respective merit of the response within the category. A **minimum score of 60%** is required to pass each criterion. A Tenderer not receiving the minimum % score required for any criterion will not be evaluated further and will be eliminated from the Competition.

Qualitative award criteria will be assessed first. Tenderers that have not achieved the required minimum % score for any of qualitative award criteria will be eliminated from the Competition without having their costs assessed and their proposed prices will not be considered for the purposes of cost evaluation.

Those Tenderers that score a mark equal to or in excess of the minimum % score required for each of the award criteria will proceed to have their Cost evaluated.

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Evaluation of Cost Formula	$\frac{\textbf{Lowest Tendered Rate}}{\textbf{Tendered Rate under evaluation}}$	**X**	**Maximum Marks available**

Tenderers must not use abnormally high or low rates in their Tender. This prohibition includes using strategies that might allow the Tenderer to benefit disproportionately in relation to the valuation for work or interim payments for work done. Each rate must properly cover the full inclusive value of the work to which the amount relates.

If, in the Authority's opinion, the overall tendered amount is abnormally low or any tendered rates (including any rates tendered for valuation of extra [services/supplies]) are abnormally low or abnormally high, the Authority may require the Tenderer to provide further written details of the constituent elements of the overall tendered amount or the tendered rates or any other information which the Authority considers relevant. This may include (without limitation) the information listed in Regulation 69 of the European Union (Award of Public Authorities' Contracts) Regulations 2016. Any failure to provide such information, where requested, may exclude the Tender from further consideration. If, having considered the information provided, the Authority is of the view that either the overall tendered amount is abnormally low or any tendered rates are abnormally low or abnormally high, the Authority may reject the Tender.

4.3 Ranking of Tenders

The quality and price scores of Tenders which have not been eliminated will be added and the Tender receiving the highest overall score will be the most economically advantageous tender.

4.4 Clarification/Further Information

The Contracting Authority may seek clarification or further information or both from one or more of the Tenderers. The Authority may meet with one or more Tenderers for these purposes at an Authority-nominated date and venue and/or may seek clarification in writing only as it considers appropriate.

4.5 Presentation of Proposal

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 7.12). Performance at presentations will NOT be evaluated.

5. STEPS FOLLOWING TENDER ASSESSMENT

5.1 Notification - Standstill

As soon as practicable after the Authority has made a decision to award the Contract, the Authority will notify all Tenderers of the outcome of this Competition. In accordance with EU Review Procedures no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the "Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means.

The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period. This notification will not form the Contract or any contract or other obligation and specifically will not oblige the Authority to award or enter into the Contract.

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

5.4 Conditions Precedent to Contract Award

The Authority may issue to the Tenderer identified as having submitted the most economically advantageous tender a letter of intent requiring that Tenderer to submit to the Authority any or all of the documents listed in Items J of the Particulars together with any other items that the Authority deems appropriate.

The issue of a letter of intent by the Authority shall not in any way constitute the award of a contract and the Contract shall not come into force in any way without formal execution of the Contract by the Authority and the successful Tenderer.

If the Tenderer to whom such a letter of intent is addressed does not submit the documents as required within the time allowed, the Authority may take such steps as it considers appropriate at its discretion, including (but not limited to):

(a) executing the Contract with the Tenderer to whom the letter of intent was addressed (even though the documents have not yet been provided); or

(b) allowing the Tenderer to whom the letter of intent was addressed additional time to provide the documents; or

(c) proceeding according to the process in this section [5] to initiate award to the Tenderer who submitted the next most economically advantageous tender.

5.3 Letter of Acceptance

The Authority will inform the successful Tenderer of the arrangements for the execution of the Contract. The Authority may create the Contract by issuing a Letter of Acceptance at any time (subject to the observance of any standstill period which may be required by law).

5.4 Award of Runner-Up

If for any reason, it is not possible to award a Contract to the designated successful Tenderer(s) emerging from this Competition, the Contracting Authority reserves the right to award the Contract to the next highest scoring Tenderer based on the terms advertised at any time during the tender validity period. Where an award to the next highest scoring Tenderer is not possible, the Contracting Authority reserves the right to award a Contract to the next highest scoring Tenderer, and so on. This shall be without prejudice to the right of the Contracting Authority to cancel this Competition and/or initiate a new contract award procedure at its sole discretion

6 PROPOSED CONTRACT

6.1.1 Form of Contract

A specimen of the Contract to be entered into between the Authority and the successful Tenderer is attached as Appendix 2. The Authority reserves the right to amend the draft Contract at any stage during the Competition. Tenderers may not make any changes to the draft Contract.

7 GENERAL PROVISIONS

7.1 Confidentiality and publicity

Tenderers must treat their Tenders and their participation in this Competition as confidential.

All details of this CFT and accompanying documents must be treated as private and confidential and shall not be disclosed to any other party except where this is necessary for the Tenderer to prepare and submit its Tender and then only on a confidential basis, or as required by law.

In the event of a Tender not being submitted, or being unsuccessful, the Authority may require that the whole of the documentation issued by the Authority in connection with the Competition, together with all copies made, shall be returned to the Authority or destroyed, at the Authority's discretion.

Tenderers shall not at any time release information concerning these CFT and/or the scope of supplies and/or services for publication in the press or on radio, television, screen or any other medium.

The Authority shall have the right to publicise, or otherwise disclose, to any person, information regarding the Contract, the identity of Tenderers (including details of their respective members), the Competition or the award of the Contract (including, without limitation, details of the Contract price) at any time.

7.2 Registrable Interest

Any registrable interest involving the Tenderer and the Authority or employees/representatives of the Authority or their relatives must be fully disclosed in the Tender or should be communicated to the Authority immediately upon such information becoming known to the Tenderer, in the event of this information only coming to their notice after the submission of a Tender.

The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. The Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the Competition.

7.3 Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act, 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014 (together "FoIA"), all information submitted to the Authority may be disclosed in response to a request made pursuant to FoIA or otherwise as required by law.

Tenderers are asked to consider if any of the information supplied by them in response to this CFT should not be disclosed because of its sensitivity. If this is the case, Tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Authority cannot guarantee that any information provided by Tenderers, either in response to this Tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Authority's obligations under law, including the FoIA. The Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure**.**

7.4 Environmental, Social and Labour Laws

In the performance of any Service Contract awarded, the successful Tender(s), and their sub-contractors (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 Service 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.

Tenders shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2011 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfer of undertakings, business or parts of undertaking of business and as implemented in Irish law by statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss of costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that the 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.

7.5 *Governing Law*

This Competition and any Contract awarded on foot of this Competition will be governed by Irish law.

7.6 Conflict of interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer or any director, officer, member (in the case of a group or consortium), employee, agent or subcontractor must be fully disclosed to the Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Authority may (but shall not be obliged to) invite Tenderers to propose means by which the conflict might be averted. The Authority shall, in its absolute discretion, decide on the appropriate course of action which may include eliminating the Tenderer from the Competition.

7.7 Canvassing/Interference

No contact must be made with the Authority or any of its staff other than by the methods laid out in this CFT. Oral discussions will not be considered binding. A Tenderer must not rely on any statement or representation made to it at any time by persons acting on behalf of the Authority unless they are confirmed in writing as an amendment to this CFT.

Any Tenderer who unduly influences, or attempts to unduly influence, the Authority, its staff or any other relevant persons or bodies involved in this Competition (including canvassing) in relation to the conduct or outcome of this Competition will have their Tender rejected.

If a Tenderer is found to have offered, given or agreed to offer or give to any person any gift, gratuity, commission or consideration of any kind as an inducement or reward for doing or forbearing to do, or having done or forborne to do, any action in relation to the obtaining of its Tender or execution of this Competition, or for showing or forbearing to show any favour or disfavour to any person in relation to this Competition, the Tenderer will be automatically disqualified and the circumstances surrounding such action will be referred to the appropriate authority.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

7.8 *Collusive Tendering*

Tenderers are strictly prohibited from discussing any aspect of their Tender with other Tenderers or otherwise exchanging information or colluding in respect of the Competition. Any Tenderer who fails to comply with this requirement may be disqualified. Tenderers' attention is drawn to the Competition Act, 2002, as amended, which makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

7.9 Data Protection

"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 for data protection in Ireland.

The Authority will be a controller (where 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 controller in respect of any personal data provided by it in its Tender, is required to confirm by way of statement in the Tender Response Form 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 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 Authority for the purposes of its participation in this Competition.

In addition to entering into a Contract for Services, the Successful Tenderer shall also enter into a Data Processing Agreement with the Authority. A specimen of the Data Processing Agreement to be entered into between the Authority and the successful Tenderer is attached as Appendix 3. The Authority reserves the right to amend the draft Agreement at any stage during the Competition. Tenderers may not make any changes to the draft Agreement.

7.10 Tenderer Confirmation

By submitting a Tender in response to this CFT, a Tenderer confirms that it has satisfied itself, from its own investigation, about all of the requirements of this CFT.

7.11 Clarification Meetings/Presentations

The Authority reserves the right to hold clarification meetings with Tenderers and/or to ask Tenderers to present all or part of their Tender. Clarification meetings and/or presentations will not be evaluated. Tenderers must bear all costs and expenses related to such meetings and/or presentations.

7.12 Tendering Costs

Tenderers shall bear all costs associated with the preparation and submission of their Tenders. The Authority shall not be responsible and/or liable to pay for any costs, expenses or losses which may be incurred by a Tenderer in the preparation or submission of its tender or in relation to any interviews, presentations, clarifications or additional information that may arise following submission, or otherwise incurred by the Tenderers in connection with this Competition, regardless of the conduct or outcome of the Competition.

7.13 Key Personnel

Tenderers should note that any change to the Key Personnel is subject to Authority approval.

The Authority reserves the right, at its absolute discretion, to withhold such approval for any such change and to disqualify the Tenderer from further participation in the Competition. In the event that the Authority withholds its approval for a change in the Key Personnel, the Tenderer may be given an opportunity to submit a different team member for approval, subject to compliance with applicable laws.

Tenderers should also note Clause 5.2 and 7.1 of the specimen Contract relating to changes in Key Personnel and any approved third party personnel.

7.14 Change in Circumstances

Without prejudice to the provisions of section [7.7] above, if as a result of a change in circumstances or otherwise, any information given by a Tenderer in its Tender, or otherwise, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Authority as soon as it becomes aware of this. The Authority reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the Tenderer from further participation in the Competition.

If it comes to the Authority's attention that:

7.14.1 there has been a change in circumstances concerning a Tenderer or member of a Tenderer that could affect the Authority's assessment of that Tenderer's Tender; or

7.14.2 information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Authority may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information then available to the Authority.

7.15 Declaration of Personal Circumstances

Tenderers, including any Sub-contractor or consortium member, must complete the Declaration of Personal Circumstances in the Tender Response Document. If, at the time of the award decision, any of the grounds for exclusion in the Declaration of Personal Circumstances apply to the Tenderer (or any member of the Tenderer group or Sub-contractor), the Tenderer may be excluded from the Competition. The Declaration of Personal Circumstances can be signed by the Tenderer, consortium member and/or Sub-contractor electronically. However, prior to entering into the Contract, the successful Tenderer must submit the original signed Declaration of Personal Circumstances, including an original signature by a practising solicitor/commissioner for oaths.

7.16 Independent Enquiries

The Authority reserves the right to make independent trade, credit and security inquiries about Tenderers before identifying a preferred Tenderer or awarding any Contract. Tenderers may be requested to provide financial and trade references as well as further biographical details of the Key Personnel for this purpose.

APPENDIX 1 BACKGROUND, REQUIREMENTS & SPECIFICATIONS

1. About the Arts Council

The Arts Council / An Chomhairle Ealaíon is the Irish government agency for developing the arts. We work in partnership with artists, arts organisations, public policy makers and others to build a central place for the arts in Irish life. The Arts Council is guided by its Strategy "Making Great Art Work". We set policy to ensure that all of our funding is spent strategically, that all of our actions reflect the long-term interests of the public and that all of our decisions are transparent and fair. We aim to have policies which are current and relevant and which reflect our role as an expert agency in the arts.

In line with national and EU regulations, including the Employment Equality Acts and the Public Sector Equality and Human Rights Duty, we seek to embed inclusive practices that reflect public sector values and enhance the social impact of our procurement and aim to align the nine principles **gender, civil status, family status, age, disability, sexual orientation, race, religion, and membership of the Traveller community** of the Equal Status Act with sustainable procurement.

For further information on the Arts Council, please visit our website www.artscouncil.ie.

2. Scope of Contract and Core Contract Requirements:

This is a contract for the provision of Film Advisor and Assessment Services to Arts Council.

The Arts Council requires expert advice on Film to inform the development and implementation of its Film policy, to provide critical evaluation of the artistic quality of work by funded and prospective artists and organisations, and to assess applications received under its funding programmes, awards and schemes.

These services were previously procured as two separate contracts. The Arts Council now wishes to combine both roles within a single contract for the next contract period to provide a single, coherent source of Film expertise across policy, critical evaluation and funding assessment; to ensure consistency of advice; and to achieve efficiency in the administration of the services.

The Arts Council wishes to appoint a Film Advisor and Assessor to meet the needs of the organisation both from a quality and a service delivery perspective. The services will be delivered on a drawdown basis as required.

The Film Advisor and Assessment Services sought are primarily to cover areas of work described below.

Policy Advice and Implementation

The Film Advisor and Assessor will be expected to maintain a detailed knowledge and understanding of Film in Ireland and overseas, including the identification of new trends, and to ensure that the Council is provided with intelligence on same in a timely and appropriate manner.

They will provide professional advice and will support the Arts Council in implementing key actions of our Film policy and may be required to drive and implement specific policy initiatives as agreed with the Head of Film.

The Film Advisor and Assessor may engage additional policy advice or expertise relevant to the role as necessary subject to the prior agreement of the Arts Council. In this instance this will be done through the third-party approach in collaboration with the Head of Film.

The specifics of the tasks in this area will form part of the work programme to be agreed with the Head of Film. In addition, the Film Advisor may be required to undertake a range of tasks on behalf of the Arts Council as may arise from time to time. As a guide, the amount of time to be provided for policy advice, and support for partnership building and development, is expected to require up to 10 days per annum to include meetings with the Arts Council, and this should be included within the price of the proposal.

Critical Advice on work

The Film Advisor and Assessor will be required to provide written evaluation reports on the artistic quality of the work of both: (i) individual artists and organisations funded by the Arts Council and (ii) new and potential applicants. Each year, the Advisor is expected to attend presentations of work in locations in various parts of the country, given by both funded organisations and individuals, and to provide a written evaluation report on the artistic quality of the work seen.

The specifics of this programme of work will be agreed with the Head of Film in advance and may require up to 30 days per annum, to include meetings with the Arts Council, and this should be included within the price of the proposal.

Attending presentations of work (e.g. performances/exhibitions) will involve travelling to and from the location, attending the event and the preparation of a subsequent written evaluation report. To assist in considering the scope of this work, a template to be used in completing evaluation reports, together with guidelines for completion, is available upon request.

Tenderers are advised to take into account the geographical spread of where this work is presented and the extent to which you may be required to travel to attend. As a guide to this, a list of currently funded organisations is available on www.artscouncil.ie.

Evaluation of funding applications

The Film Advisor and Assessor assists the Council in the process of evaluating applications received from organisations for grants in the main funding programmes (Strategic Funding; Arts Grant Funding; Festivals Investment Scheme). In Film, the yearly number of applications for which a written assessment report is required is expected to be in the region of 35 and may require up to 25 days work per annum, to include meetings with the Arts Council, and this should be included in the price of the proposal. To assist in considering the scope of the specified funding application evaluation work, examples of funding templates and application forms are available upon request.

Appraisal and assessment of awards and schemes

The Film Advisor and Assessor will assist the Council in the process of assessing applications received from individuals and organisations for awards and schemes and other funding opportunities offered by the Council, either independently or in conjunction with another body.

In Film, the yearly number of applications for which a written assessment report is required in the region of 300, to include:

- Film awards: Film Bursary; Film Projects; Authored Works; Reel Art;
- Cross-artform awards: Agility Award; Touring; Young Ensembles Scheme etc;
- Partnership awards: ilDÁNA; Film Artist in Residence;
- Other awards that may become available as well as secondary assessments for grants and awards in other art form or arts practice areas.

The Film Advisor and Assessor may engage an additional assessor/s to manage situations where a conflict of interest arises subject to the prior agreement of the Arts Council. In this instance this will be done through the third-party approach in collaboration with the Head of Film.

The specifics of the required tasks will form part of the work programme to be agreed with the Arts Council. As a guide, the amount of time to be provided for this work is expected to require up to 60 days work per annum, to include meetings with the Arts Council, and this should be included within the price of the proposal.

To assist in considering the scope of the specified funding application assessment work, examples of funding assessment templates and application forms are available on request.

The Film Advisor and Assessor are expected to act and be seen to act at all times with integrity and exclusively in the public interest. As such they must align with the Arts Council's internal processes around declaring and managing conflicts of interest. More information on this is available upon request. The Film Advisor and Assessor may be required to undertake a range of tasks on behalf of the Arts Council as may arise from time to time. The specifics of these tasks will form part of the work programme to be agreed.

3. Requirements for knowledge of the Arts Council's work in the area of Film:

The Arts Council's role in film is to support film as an artform and is central to the provision of a national infrastructure for film culture in Ireland. Our film policy is focused on the art of film and supports film artists and provides for, and develops, audiences for cultural cinema.

The Arts Council's role is a discrete one that is distinct to that of Screen Ireland, which works to develop the Irish film industry, and it complements the roles of RTÉ, TG4 and Coimisiún na Meán in the area of television production. We work in partnership with stakeholders in the field in order to maximise film-making and exhibition opportunities and thus serve both artists and the public.

For further information please refer to the Arts Council's Film webpage: Film - The Arts Council / An Chomhairle Ealaíon

The successful Tenderer shall be required to bring to the contract a comprehensive knowledge and understanding of the Arts Council's role in Film, and of Film both in Ireland and internationally.

The Tenderer's knowledge and understanding shall, as a minimum, extend to:

- The Arts Council's work in the area of Film, including its Film policy, its funding programmes, awards and schemes, and the role these play in supporting the development of Film in Ireland.
- The wider policy context in which the Arts Council operates, including its strategy "Making Great Art Work", and the position of Film policy within it.
- The work of artists, arts organisations and others active in Film in Ireland, including those currently funded by the Arts Council.
- Film internationally, encompassing developments and practice beyond Ireland of relevance to the Arts Council's work.
- New and emerging trends in Film, and the means by which current knowledge of the field is maintained.
- The challenges and opportunities presently facing Film in Ireland, and their potential bearing on the Arts Council's policy and funding priorities.

Tenders will be evaluated under the Knowledge of Film Award Criterion by reference to how well the Tenderer's proposals demonstrate their knowledge and understanding of the Arts Council's role in Film, and of Film in Ireland and internationally, as set out above.

Tender Response Requirements - Knowledge of the Arts Council's work in the area of Film

Tenderers must clearly demonstrate their knowledge and understanding of the Arts Council's role in Film, and of Film in Ireland and internationally, which should include, but not be limited to, the following:

- Your knowledge and understanding of the Arts Council's work in the area of Film, including its Film policy, its funding programmes, awards and schemes, and how these support the development of Film in Ireland.
- Your understanding of the wider policy context in which the Arts Council operates, including its Strategy "Making Great Art Work", and how Film policy sits within it.
- Your knowledge of the work of artists, arts organisations and others working in Film in Ireland, including those currently funded by the Arts Council.
- Your knowledge and understanding of Film internationally, and your awareness of developments and practice beyond Ireland relevant to the Arts Council's work.
- Your ability to identify new and emerging trends in Film, and how you maintain current knowledge of the field.
- Your understanding of the challenges and opportunities currently facing Film in Ireland, and how these may bear on the Arts Council's policy and funding priorities.

4. Requirement for quality of approach and methodology

The successful Tenderer shall be required to deliver the contract in accordance with a robust, structured and effective approach and methodology. The Tenderer's approach and methodology shall, as a minimum:

- Address the full scope of work specified in the CFT and provide for its delivery in a manner consistent with the Arts Council's work schedule, including the indicative volume of up to 125 days per annum spanning policy and work advice, the evaluation of funding applications, and the assessment of awards and schemes.
- Provide for the assessment of a volume of applications in the region of 335 per annum to a consistent standard and within the required timeframes, with consistency of judgement maintained across a high volume of assessments.
- Provide for the management of any sub-contracting arrangements with third parties (where required) to a consistently high standard and in strict accordance with work-plan deadlines.
- Accommodate travel to, and attendance at, presentations of work throughout the country, having regard to the geographical spread of funded organisations.
- Ensure the identification, declaration and management of conflicts of interest, safeguarding the Tenderer's independence and ensuring it acts exclusively in the public interest across both the advisory and assessment functions of the contract.
- Provide for the secure handling of data and its management in compliance with GDPR.
- Ensure adherence to the Arts Council's Equality, Diversity and Inclusion Policy throughout delivery of the service. Arts Council EDI Policy
- Provide for the management of risks that may affect the delivery of project objectives.
- Provide for the ongoing monitoring and maintenance of service quality, including appropriate backup and contingency arrangements should unforeseen circumstances arise.

Tenders will be evaluated under the Quality of Approach and Methodology Award Criterion by reference to how well the Tenderer's proposals demonstrate their ability to deliver the contract effectively, as set out above.

Tender Response Document - Quality of approach and methodology

Tenderers must clearly detail their approach and methodology for effective delivery of the contract, which should include, but not be limited to, the following:

- Your approach to address the scope of the work as specified in the CFT and deliver it in a way that accords with the work schedule of the Arts Council, including the indicative volume of up to 125 days per annum, across policy and work advice, evaluation of funding applications, and assessment of awards and schemes.
- Your approach to assessing a volume of applications in the region of 335 per annum to a consistent standard and within required timeframes, including how consistency of judgement will be maintained across a high volume of assessments.
- Your approach to manage any sub-contracting solutions through 3rd party engagements (if needed), to a consistently high standard and strictly to work-plan deadlines.

- Your approach to travel and attendance at presentations of work across the country, taking account of the geographical spread of funded organisations.
- Your approach to identifying, declaring and managing conflicts of interest, and how you will maintain independence and act exclusively in the public interest across both the advisory and assessment functions of this contract.
- Demonstrate quality of the approach to data security and how data will be managed in respect of GDPR rules
- Demonstrate how you will ensure the Arts Councils EDI policy is adhered to while delivering the proposed service. Arts Council EDI Policy
- How you will deal with risks associated in the delivery project objectives – a draft risk register should be included.
- Proposed methods for monitoring and maintaining the quality of service provided, outlining backup/ contingency plans where unforeseen circumstances may arise;

5. Requirements for experience and resources of proposed Team

The successful Tenderer shall be required to deploy a suitably skilled, experienced and resourced team to the delivery of the Services throughout the contract term. The proposed team shall, as a minimum:

- Comprise personnel of appropriate expertise and experience, directly involved in delivering the required Services, with clearly defined roles.
- Have experience of critically evaluating the artistic quality of creative work and preparing clean, robust and consistent written evaluation and assessment report.
- Be of a size and composition appropriate to the scale, complexity and requirements of the Services.
- Hold qualifications, professional memberships or accreditations relevant to the delivery of the Services and to the assessment of comparable assignments.
- Provide for the availability and continuity of the proposed personnel across the full contract term, including arrangements for cover during periods of absence.

Tenders will be evaluated under the Experience and Resources of Proposed Team Award Criterion by reference to how well the Tenderer's proposals demonstrate the suitability, expertise and resilience of the team, as set out above.

Tender Response Document – Experience and resources of proposed Team

Tenderers must:

- List the Service Delivery Team who it is proposed will be directly involved in delivering the required Services.
- Specify the roles of each person on the proposed Team.

- Describe the suitability of the resources proposed to provide the Services required. Tenderers must highlight why the size/composition and the expertise of the team is of benefit to the Client.
- Describe the Team's experience of evaluating artistic quality and producing written evaluation or assessment reports.
- Complete and submit a CV for each member of the team, clearly identifying their level of expertise, in delivering similar services. Tenderers must ensure they provide sufficient information to allow the Arts Council to assess the scale, complexity and similarity of assignments undertaken by each resource. Any relevant qualifications, professional memberships or accreditations held by the proposed individual or team should be included.
- Describe how will you ensure the availability and continuity of the proposed individual or team across the full contract term, including arrangements for cover during periods of absence

6. Proposed Cost

Tenderers are required to complete the Pricing Schedule in the Tender Response Document (TRD).

Tenderers should ensure that all associated costs are integrated into the proposed fees.

The maximum budget allocated for the completion of the services is set out in Item B6 of the Particulars. It is for the full duration of the contract, including all contract extensions and tenderers should not exceed this when preparing their submission.

All pricing must be quoted in Euro and must be inclusive of expenses and quoted exclusive of VAT.

APPENDIX 2 SPECIMEN CONTRACT

The Contract that the successful Tenderer shall enter into with the Authority is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.

APPENDIX 3 SPECIMEN DATA PROCESSING AGREEMENT

The successful Tenderer shall be required to enter into a Data Processing Agreement with the Authority. The Agreement is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.

APPENDIX 4 SPECIMEN DATA PROTECTION ASSESSMENT

The successful Tenderer may be required to undertake a Data Protection Assessment by the Authority. The Data Protection Assessment is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.

APPENDIX 5 SPECIMEN THIRD-PARTY SUPPLIER INFORMATION SECURITY ASSESSMENT

The successful Tenderer may be required to undertake a Third-Party Supplier Information Security Assessment by the Authority. The Third-Party Supplier Information Security Assessment is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.