Request for Tenders for the Development, Accreditation and Delivery of a Post Graduate Certificate in Clinical Strategy and Lifecycle Management for Medtech (L8)

Contracting Authority:	Irish Medtech Skillnet
Tender Reference:	RFT2604
Closing Date for Queries:	19 November 2026, 12 noon (Irish local time)
Tender Submission Deadline:	3 December 2026, 12 noon (Irish local time)
Competition Procedure:	Open

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

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

Co-funded by the European Union

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Part 1: Introduction

1.1 Ibec CLG trading as Irish Medtech Skillnet – Background Information

Ibec CLG trading as Irish Medtech Skillnet ("**the Network**") is a training network supported by Irish Medtech – a business association within Ibec, representing the medical technology sector. Irish Medtech represents over 300 companies who in turn employ almost 100,000 employees across the multinational and indigenous sectors throughout the Island of Ireland.

The Network is funded by member companies and by the Training Networks Programme, an initiative of Skillnet Ireland, funded from the National Training Fund through the Department of Further and Higher Education, Research, Innovation and Science.

The purpose of the Network is to provide training and skills development programmes for companies in the aforesaid medical technology industries.

1.2 This Public Procurement Competition – Executive Summary

1.2.1 The objective of this public procurement competition ("**the Competition**") is to award a contract ("**the Contract**") for the development, accreditation and delivery of **Clinical Strategy and Lifecycle Management for Medtech(L8)** training programme ("**the Programme**") and provision of related services as described in Part 4 of this Request for Tenders ("**RFT"**) document - ("**the Services**").

1.2.2 The Network invites responses ("**Tenders**") to this RFT from economic operators ("**Tenderers**") for the provision of the Services.

1.2.3 Tenders must be submitted in line with the instructions set out in Part 2 of this RFT and in particular with the requirements of clause 2.2 ("**Compliant Tenders**").

1.2.4 Tenders that are not eliminated for non-compliance will be assessed in line with the procedures set out in Part 3 of this RFT with the objective of selecting the Tenderer for contract award - the "**Successful Tenderer**".

1.2.5 Any contract that may result from this Competition will be awarded for the term of 12 months ("**the Initial Contract Term**") subject to funding.

1.2.6 The Network reserves the right to extend the Initial Contract Term by up to 12 months with a maximum of 3 such extensions (each the "**Extended Contract Term**") on the same terms and conditions for a maximum contract duration of 4 years.

1.2.7 The Initial Contract Term and the Extended Contract Term(s) shall together constitute the "**Contract Term**"

Part 2: Instructions to Tenderers

2.1 This RFT

2.1.1 While every effort has been made to provide comprehensive and accurate information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT. Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.

2.1.2 All information supplied by the Tenderers may be treated as contractually binding on the Tenderers if accepted by the Network.

2.1.3 This RFT does not constitute an offer to enter into the Contract or any contract. For avoidance of doubt, no commitment of any kind (contractual or otherwise) shall exist unless and until the Appointment Letter (furnished at Appendix 5 to the RFT) and the Data Processing Agreement (furnished at Appendix 6 to this RFT) are executed by or on behalf of the Network and by the successful Tenderer. Any notification of preferred bidder status by the Network shall not give rise to any enforceable rights by the Tenderer. The Network may cancel this Competition and/or choose not to proceed with some elements of the Services at any time prior to the Appointment Letter being executed by or on behalf of the Network. The Network does not bind itself to accept the lowest priced or any Tender.

2.1.4 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Network and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and documents contained in the Appendices (attached to this RFT as separate documents).

2.2 Compliant Tenders

2.2.1 Tenderers are required to complete and submit the following documents as part of their Tender:

- the Form of Tender attached to this RFT as Appendix 1;
- the Pricing Schedule attached to this RFT as Appendix 2;
- the Tenderer's Statement attached to this RFT as Appendix 3;
- the Article 57 Declaration attached to this RFT as Appendix 4;
- the Project Plan, as per clause 3.2.4.3

2.2.2 Please note that the Appointment Letter at Appendix 5 of the RFT and the Data Processing Agreement at Appendix 6 of this RFT do not need to be submitted as part of a Tender and will only be required from the Successful Tenderer at the Contract award stage.

2.2.3 The Tender and all supporting documentation must be in English or Irish languages only. All supporting documentation should be page numbered and cross referenced to the RFT where appropriate and be fully indexed.

2.2.4 Tenderers are not permitted to make any alternation whatsoever to the Form of Tender, the Pricing Schedule, the Tenderer's Statement, and the Article 57 Declaration, other than filling in the required information.

2.2.5 Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.

2.2.6 All documents requiring a signature must be signed by a duly authorised officer of the Tenderer.

2.2.7 All prices set out in the Pricing Schedule must be fully priced in euros (€), inclusive of all fees and expenses and exclusive of VAT. VAT must be shown separately.

2.2.8 Tenders must be submitted in accordance with the requirements set out in paragraph 2.6 of this RFT

2.2.9 Received Tenders will be initially reviewed for completeness and for compliance with the requirements set out in the RFT.

2.2.10 If a Tenderer fails to comply in any respect with the requirements set out in the RFT (including by failure to provide sufficient detail or adequate explanation), or is ambiguous or unclear, the Network may in its absolute discretion:

a) reject the relevant Tender as non-compliant;
b) without prejudice to the Network's right to reject the Tender, seek clarification from the Tenderer in respect of the relevant Tender including requesting the Tenderer to provide the Network with information or items which have not been provided or have been provided in an incorrect form; and/or
c) without prejudice to the Network's right to reject the Tender, waive a requirement which, in the opinion of the Network, is minor, procedural or non-material.

2.2.11 Tenderers should note that the onus is on Tenderers to fully respond to this RFT (Including, without limitation, to demonstrate compliance). The Network is under no obligation to seek clarifications or supplemental information but has the right, at its absolute discretion, to do so

2.2.12 Any Tender that is rejected for non-compliance will not be evaluated further. The Network's decision on whether a Tender is compliant will be final.

2.2.13 Compliant Tenders shall be assessed in line with procedures set out in Part 3 of this RFT in order to identify the Tenderer for the award of the Contract.

2.3 Acceptance of RFT Requirements

2.3.1 Each Tenderer is required to accept the provisions of this RFT.

2.3.2 ALL TENDERERS MUST RETURN, with their Tender, the signed Tenderer's Statement, as set out in Appendix 3. Tenderers MUST NOT amend the Tenderer's Statement other than fill in the required information.

2.4 Consortia and Subcontractors

2.4.1 Tenders may be submitted by groups of providers (academic institutions and/or private providers forming a consortium) or individually. Should a contract under this Competition be awarded to a consortium, each company in the consortium shall be jointly and severally liable to the Network for the fulfilment of the contract. Tenderers must make clear which companies are proposed to be members of the consortium and which are to be sub-contractors. Any change in relation to consortia and sub-contracting after the Tenderer has submitted its Tender must be notified to the Network. Tenderers should note that such changes may result in disqualification of that group.

2.4.2 In the case of a consortium, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender. The lead representative of the academic provider/academic institution who will deal with all matters relating to this Competition and who will carry overall responsibility for the provision of the Services if awarded a contract (the "Prime Tenderer") must be identified at Section A of the Form of Tender. Please note that the Network will only deal with the Prime Tenderer regarding all matters related to this Competition.

2.4.3 Relevant information must also be provided in respect of consortium members and subcontractors who will play a significant role in the provision of the Services if awarded a contract.

2.5 Tender Submission Requirements

2.5.1 Tenderers must submit one soft copy of their Tender via the electronic post-box available on eTenders website (www.etenders.gov.ie) by 12 noon (Irish local time) on **Thursday 3 December 2026** ("**Tender Submission Deadline**").

2.5.2 The Network may, at its absolute discretion, extend the Tender Submission Deadline. Any extension will be notified by the Network via eTenders before the original Tender Submission Deadline.

2.5.3 The onus is on Tenderers to ensure that their Tenders reach the eTenders post-box on time. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. Tenderers

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

2.5.4 Please note there is a maximum of 10MB limit for each document sent to the eTenders post-box.

2.5.5 Neither the Network nor eTenders take responsibility for documents which do not reach them by the Tender Submission Deadline, for any reason. It is advised that Tenderers give sufficient time to upload all documents.

2.5.6 Tenders should be submitted in PDF format to ensure their compatibility.

2.5.7 Tenderers must ensure that the documents are legible and that they are not corrupt. Neither the Network nor eTenders take responsibility for corruption or illegibility of documents.

2.5.8 Faxed, emailed, posted or late Tenders will be rejected.

2.5.9 Each Tenderer is limited to submitting one Tender in his/her own capacity and one Tender as part of a consortium/group of undertakings in response this RFT. If more than one Tender is submitted, the Network shall randomly select one Tender for the inclusion in the Competition.

2.6 Queries and Clarifications

2.6.1 All queries or requests for clarification relating to any aspect of this Competition or to this RFT must be directed to the Network through the Questions and Answers facility on eTenders website.

2.6.2 An approach to any person within or associated with the Network in respect of this Competition in a manner other than that set out in 2.6.1 may, at the absolute discretion of the Network, result in the elimination of the Tenderer from further participation in this Competition.

2.6.3 Queries must be submitted not later than 12 noon Irish local time on **Thursday 19 November 2026** ("**Deadline for Queries**"). Queries received after the Deadline for Queries may not be responded to.

2.6.4 The reply shall be issued via the eTenders website by 5pm Irish local time by **Friday 20 November 2026.**

2.6.5 Where appropriate, questions may be amalgamated. Tenderers should note that the Network will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. Tenderers should also note that the Network will not make responses or clarifications to individual Tenderers privately.

2.6.6 If a Tenderer believes a query and/or its response is confidential or commercially sensitive it must mark the query as “confidential” or “commercially sensitive”. If the Network, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be kept confidential (subject to the Network’s obligations under law).

2.6.7 If the Network is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer accordingly and require the Tenderer to either withdraw the query or to raise any objection within three calendar days of such notification and to state the grounds for its objection.

2.6.8 If the Tenderer does not withdraw the query or raise any objection within the specified period, or the Network is of the opinion that, notwithstanding the objection of the Tenderer, the query is not confidential or commercially sensitive, the Network may issue the query and its response to all Tenderers.

2.6.9 The Network reserves the right to update or alter the information contained in this document at any time prior to the Tender Submission Deadline. Participating Tenderers will be so informed through the eTenders website. In the event of such updates or alterations the Network reserves the right (but is not obliged) to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond

2.7 Tendering Costs

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

2.8 Confidentiality

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

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

2.8.2 In addition, the Successful Tenderer shall hold confidential all information, documentation and other material received, provided or obtained in relation to this Contract and shall not disclose same to any third party except to its professional advisers as necessary for the delivery of the Services.

2.9 Publicity

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

2.10 Pricing

2.10.1 All prices quoted must be fixed and all-inclusive (i.e. including but not being limited to costs, expenses and indexation), be expressed in Euro only and exclusive of VAT. The applicable VAT should be indicated separately. For avoidance of doubt, **the Prices quoted in response to this RFT shall not increase over the Contract Term, unless approved by the Network in line with provisions of clause 2.11 below.**

2.10.2 Any currency variations occurring over the Contract Term shall be borne by the Successful Tenderer.

2.10.3 Tenderers are requested to have regard to the budget allocated for the Programme (set out in clause 4.2.4 of the RFT) in preparation of their Tender.

2.10.4 Payments for the Services provided throughout the Contract Term shall be made within 30 days of receipt by the Network of a valid invoice.

2.10.5 The invoice shall be submitted in line with the approach agreed between the Parties, which shall be either after each delivery of the Programme or on completion of milestones.

2.10.6 Tenderers must confirm (in the Tenderer's Statement furnished at Appendix 3) that all prices quoted in the Tender will remain valid for six months commencing from the Tender Submission Deadline ("**Tender Validity Period**"). Tenderers are required to further confirm that, if awarded the Contract, the fees quoted in the Pricing Schedule at Appendix 2 shall not increase over the Contract Term, unless approved by the Network, in line with provisions of clause 2.11 below.

2.11 Price Review

2.11.1 In the event that the Contract is extended beyond the duration of 4 years, the fees quoted in response to this RFT will be subject to review ("**Price Review**").

Contractor may request a review of fees quoted in response to this RFT ("**Price Review**") on or after the second anniversary of the Contract.

2.11.2 The Price Review must clearly set the grounds for the request and provide vouched evidence in support of this request; such evidence must demonstrate to the satisfaction of the Network that the reasons for the Price Review are outside the Contractor's control (e.g. inflation; price / wage increases in the market).

2.11.3 Approval, in whole or in part (if any), of any requested price increase will be at the sole discretion of the Network.

2.11.4 In the event that the prices are revised, they shall apply from the next delivery of the Programme for the remainder of the Contract Term. For avoidance of any doubt, only one revision of fees /rates is permissible per Contract Term.

2.11.5 If the prices are revised, the Contractor shall invoice the Network in line with the revised fees and in the manner set out in 2.10.4.

2.11.6 If the Network accepts the Contractor's invoice it shall discharge the relevant amount within 30 days of receipt by the Network of such invoice.

2.12 Environmental, Social and Labour Law

2.12.1 In the performance of the Services the Successful Tenderer including their subcontractors (if any), shall be required to comply with all applicable obligations arising of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU.

2.12.2 The Successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of providing the Services.

2.12.3 Tenderers must, in the Tenderer's Statement at Appendix 3, confirm that they have taken account of their legal obligations relating to employment protection and working conditions relating to the provision of the Services sought under this RFT, including compliance with any applicable statutory terms relating to minimum pay and to any legally binding sectoral agreements and must take these into account when preparing Tenders. Failure to make the said statement will render the Tender non-compliant.

2.13 Conflicts of Interest

2.13.1 Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to the Network as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, the Network may invite Tenderers to propose means by which the conflict might be removed.

2.13.2 The Network will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.13.3 Tenderers are required to confirm, in the Tenderer's Statement at Appendix 3 to this RFT, their situation in respect of actual or potential conflict of interest.

2.14 Anti-Competitive Conduct

2.14.1 Tenderers' attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.14.2 Tenderers are required to confirm, in the Tenderer's Statement provided at Appendix 3 to this RFT, that their Tender is a bona fide tender.

2.15 Canvassing

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

2.16 Industry terms Used in this RFT

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

2.17 Freedom of Information

2.17.1 Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.

2.17.2 Should any Tenderer consider that any information supplied by that Tenderer as part of this Competition is commercially sensitive, confidential or otherwise exempt from disclosure under access to information legislation the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the reasons it believes the information is exempt from disclosure. It is not sufficient to include a statement of confidentiality encompassing all the information provided in the RFT.

2.17.3 Reasonable endeavours shall be used to consult with the Tenderer about sensitive information before making a decision on any request received. However, the requirements of the Freedom of Information Act, 2014 and any other applicable law will supersede the stated requirements of the Tenderers.

2.17.4 The Network accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any damage or loss suffered as a direct or indirect result of such release.

2.17.5 Tenderers should note that, on conclusion of any contract, this contract will be open to public examination to the extent required by the Freedom of Information Act, 2014 and any other applicable law.

2.18 Tax Clearance

2.18.1 It will be a condition of the Contract award that the Successful Tenderer complies with all EU and domestic taxation laws and requirements. Tenderers are referred to www.revenue.ie for further information.

2.18.2 Prior to the award of the Contract, the Successful Tenderer shall be required to supply their Tax Clearance Access Number and Tax Reference Number to facilitate on-line verification of the Tenderer's tax status by the Network.

2.18.3 Where a Tenderer is non-resident in Ireland, an up-to-date statement of suitability on tax grounds from the Irish Revenue Commissioners must be provided to the Network in lieu of a tax clearance certificate. The application form and other information relating to this may be obtained at www.revenue.ie or by emailing nonrestaxclearance@revenue.ie .

2.18.4 Unless otherwise specified by the Network, the Successful Tenderer will be given seven calendar days to produce the details specified at clause 2.18.2 or clause 2.18.3. If a Tenderer fails to produce the required details within the said period, the Network reserves the right to award the Contract to the next highest ranked Tenderer.

2.18.5 By providing the details specified in clauses 2.18.2 or 2.18.3 the Tenderer acknowledges and agrees that the Network has the permission of the Tenderer to verify its tax cleared position online.

2.18.6 The Successful Tenderer shall ensure their compliance with the applicable tax laws over the Contract Term.

2.19 Intellectual and Other Property Rights

2.19.1 The Network will retain ownership of all materials developed for the Programme.

2.19.2 The Successful Tenderer shall retain ownership to any materials that were in the public domain or had already been developed prior to the Programme or were incorporated during the Programme from pre-existing materials or resources.

2.19.3 The Successful Tenderer will not have right to use the material developed for the Programme for other purposes than those set out in this RFT, unless agreed otherwise in writing by the Network.

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

2.20 Data Protection

2.20.1 Tenderers are referred to the Network's Privacy Statement (available here) in respect of information provided in response to this RFT.

2.20.2 To the extent that the Successful Tenderer processes personal data on behalf of the Network, it must do so in compliance with all requirements of data protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time including but not limited to the EU General Data Protection Regulation (Regulation 2016/679) and in accordance with the Data Processing Agreement set out at Appendix 6 to this RFT.

2.20.3 Tenderers must confirm in the Tenderer's Statement furnished at Appendix 3 to this RFT, that they undertake to comply with provisions of this clause 2.20.2, if successful.

2.21 Return of Materials

At the end of the Term or on the earlier termination of this Contract, the Successful Tenderer Shall, if so requested by the Network, deliver to the Network, at the Successful Tenderer's sole expense, all Confidential Information, Materials, and all other material generated by the Successful Tenderer or its employees or third parties under this Contract belonging to the Network which may be in its possession or under its control.

2.22 Insurance

2.22.1 Tenderers must have appropriate and adequate insurance cover and be able to submit insurance details if/when required by the Network.

2.22.2 The Network does not accept any liability whatsoever arising from the acts or omissions by the Successful Tenderer. Any and all claims (if any) arising directly or indirectly in relation to Services provided shall be the responsibility of the Successful Tenderer.

2.23 Language

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

2.24 Law

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

2.25 Withdrawal from this Competition

2.25.1 If at any stage following the submission of their Tender Tenderers decide to withdraw from this Competition, they must immediately notify the Network via eTenders messaging facility.

2.25.2 In the event where the Successful Tenderer withdraws their Tender from the Competition, the Network has the right to (but is not obliged to) award the Contract to the next highest-ranked Tenderer identified in line with procedures set out in this RFT.

Part 3: Tender Evaluation

3.1.1 All Tenders will be initially reviewed for completeness and for compliance with the requirements set out in this RFT.

3.1.2 Only those Tenders that have not been eliminated for non-compliance with paragraph 2.2 above and have not been excluded under Article 57 (1) of Directive 2014/24/EC[1] will be evaluated in accordance with the Award Criteria and scoring methodology set out in this Part 3

3.2 Award Criteria

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

Criteria	Maximum Score Available	Minimum Score Required
1. Cost	200	n/a
2. Quality of Resources	250	150
3. Quality of Training Programme	250	150
4. Method Statement Quality	200	140
5. Sustainability Policy Quality	100	70
Total Maximum Score Available	**1000**	**n/a**

3.2.2 Tenderers must achieve the above set out Minimum Score Required(where minimum score is applicable) which equates to 60% of the Maximum Score Available ("**Quality Criteria**").

3.2.3 Tenders that fail to achieve the Minimum Score Required in any of the Criteria (with the exception of cost) will be eliminated from the Competition and will not be assessed further. Such Tender's Pricing Schedule will not be included in the calculation for the purpose of determining Cost scores and it will not be compared against other Tenders in respect of any Quality Criteria.

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

3.2.4 **Explanation of Award Criteria**

3.2.4.1 ***Cost***

i. Cost means the "*Total Cost*" as calculated from the fees quoted in the Pricing Schedule furnished at Appendix 2.
ii. Tenderers are required to submit the Pricing Schedule furnished at Appendix 2, completed in line with instructions in the said Appendix 2.
iii. An incomplete or incorrectly completed Pricing Schedule may lead to the elimination of such Tender.
iv. Tenderers are requested to keep their pricing within the allocated budget (see clause 4.2.4 of this RFT). A Tender in excess of the said budget may be rejected by the Network.

3.2.4.2 ***Quality of Resources***

Tenderers should note that collaboration between Higher Education Institutions and specialist industry training providers in this domain is highly welcomed. Tenders incorporating relevant specialist subcontractors to strengthen programme delivery are strongly encouraged.

i. Quality of Resources refers to the individual(s) proposed to deliver the Services and will be assessed in terms of their qualifications, individual specialist knowledge and expertise, and in terms of the overall suitability and ability of the proposed resources to deliver the Services in line with required parameters
ii. The proposed resources are required to ***collectively*** possess the following:
    - ✓ Qualifications in the relevant subject matter
    - ✓ Experience delivering accredited training programmes relevant to the subject matter
    - ✓ Proposed delivery teams should feature a balanced blend of academic faculty alongside specialist lecturers derived from industry, regulatory authorities, and ethics expertise with a minimum of 5 years' relevant experience

In addition, Tenderers must collectively address the below requirements:

I. Accreditation & Co-Design: Tenderers must demonstrate a track record of designing and delivering accredited higher-education programmes in formal partnership with industry (minimum L8).

While all specific external and industry lecturers are not expected to be identified at the point of tender submission, proposals must clearly detail the target qualification levels, industry background, and professional profile required of these contributors.

Tenderers must provide the required information by completing section B of the Form of Tender furnished at Appendix 1 to this RFT.

3.2.4.3 ***Quality of Training Programme***

Quality of Training Programme refers to the proposed training programme as set out by the bidder and shall be assessed in terms of how the following is proposed:

- ✓ Training programme design and structure
- ✓ Training content quality and relevance
- ✓ Methodology and training approach
- ✓ Delivery format and logistics
- ✓ Assessment, evaluation and measurement of learning outcomes

Tenderers must provide the required information by completing section D of the Form of Tender furnished at Appendix 1 to this RFT in line with instructions provided in the said Appendix 1.

3.2.4.4 ***Method Statement***

Method Statement refers to the Tenderer's proposed approach to project managing, planning, developing, accrediting, and delivering the Programme and will be assessed in terms of the extent to which it meets the requirements of the Network.

The Method Statement must explain the Tenderer's proposed approach to:

- ✓ Developing the Programme and ensuring that the learning outcomes and required content are incorporated
- ✓ Engaging with the Industry Expert Working Group (established by the Network) throughout the development of the Programme.
- ✓ Managing programme quality and securing required accreditation.
- ✓ Delivery of the Programme and support provided for the participants before, during and after programme delivery.

i. The Method Statement will be assessed in terms of the extent to which it meets the requirements of the Network. Tenderers must provide the required information by completing section C of the Form of Tender furnished at Appendix 1 to this RFT in line with instructions provided in the said Appendix 1.

It is an essential requirement that Tenderers submit, as a separate attachment with their Tender and in the format of their choosing, a detailed project plan for the Programme Development - "the Project Plan".

The Project Plan must provide a breakdown of key milestones, associated timelines and resources assigned for their completion. Such resources must be aligned with the resources proposed for the delivery of the Services.

3.2.4.5 **Sustainability Policy**

Tenderers must outline their proposed approach to ensuring the Programme is delivered in a sustainable manner. This will be assessed in terms of:

- ✓ Minimising environmental impact (e.g., use of digital materials, reduction of travel, energy efficiency).
- ✓ Promoting social sustainability (e.g., inclusivity, accessibility, equal opportunities for participants).
- ✓ Supporting long-term impact and legacy (e.g., embedding skills that contribute to ongoing organisational and sectoral resilience).
- ✓ Alignment with relevant national and EU sustainability policies and standards.

Tenderers must provide the required information by completing section D of the Form of Tender furnished at Appendix 1 to this RFT in line with instructions provided in the said Appendix 1.

Please note that Tenderers are:

i. **not permitted to make any alteration whatsoever to the Form of Tender or the Pricing Schedule**, other than filling in the required information (see clause 2.2.4 of the RFT).

i. advised to follow the guidance notes provided in the Appendix 1 and instructions provided in Appendix 2.

3.3 Scoring Mechanism

3.3.1 Cost

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

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

3.3.2 Quality Criteria

Tenders will be evaluated under Award Criteria 2, 3, 4 and 5 in terms of the quality of responses and on a relative basis against other valid Tenders received, bearing in mind the following:

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

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

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

3.4 Presentation of Proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Network will not be responsible for the cost of such presentations (in accordance with paragraph 2.7). Performance at presentations will NOT be evaluated.

3.5 Communicating Competition Outcome

3.5.1 Once the tender evaluation is complete, the Network shall communicate the outcome of the Competition via notification letter, which shall be issued via eTenders to each Tenderer individually.

3.5.2 Tenderers should note that the Network may when notifying unsuccessful Tenderers of the result in this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the Successful Tenderer in respect of each award criterion assessed by the Network.

3.6 Contract Award

3.6.1 The top scoring Tenderer identified in line with procedures set out in this RFT will be selected for award of the Contract, subject to the confirmation of the Successful Tenderer's compliance with applicable taxation laws, as per paragraph 2.18 of this RFT and, where applicable, successful verification of other information provided by the Successful Tenderer.

3.6.2 Where the Successful Tenderer is found to be non-compliant with applicable taxation laws or if it fails to provide the details necessary to verify their tax status within the timeframes specified in clause 2.18, the Network may (but is not obliged to) award the Contract to the next highest-ranked Tenderer identified in line with procedures set out in this RFT.

3.7 Appointment Letter & Data Processing Agreement

3.7.1 Following the successful verification of applicable information as per clause 3.6.1 above, the Network shall send the Appointment Letter (furnished at Appendix 5 to this RFT) and the Data Processing Agreement (furnished at Appendix 6 to this RFT) to the Successful Tenderer confirming the award of the Contract.

3.7.2 The Successful Tenderer shall sign and return the Appointment Letter and the Executed Data Processing Agreement to the Network no later than seven calendar days from the date of the said Appointment Letter, unless notified otherwise in writing, confirming their acceptance of the award.

3.7.3 Where the signed Appointment Letter and/or the Data Processing Agreement have not been received by the Network within the period specified at paragraph 3.7.2, then the Network may (but is not obliged to) award the Contract to the next highest-ranked Tenderer.

3.7.4 No commitment of any kind, contractual or otherwise shall exist unless and until the Appointment Letter is executed by the Network and a Successful Tenderer ("the Parties"). Any notification of preferred bidder status by the Network shall not give rise to any enforceable rights by the Tenderer. The Network may cancel this Competition at any time prior to the Appointment Letter being executed by both Parties.

Part 4: Requirements and Specifications

4.1 Scope of the Contract

4.1.1	The scope of the Contract comprises the **Development** (in consultation with the Industry Expert Working Group), **Accreditation and Delivery of a Post Graduate Certificate in Clinical Strategy and Lifecycle Management For Medtech (L8)** ("the **Programme**") and the provision of related services ("the Services") in line with requirements set out in this Part 4 of the RFT.
4.1.2	It is envisaged that the Programme may need to be delivered at least once per annum, although the Network does not commit to repeat delivery of the Programme, which is dependent on demand and availability of funding.

4.2 Specification of the Programme

4.2.1	**Required Certification** • The programme must lead to a **NFQ Level 8 Postgraduate Certificate Qualification.** • Tenderers proposing alternative certification must clearly demonstrate equivalency in terms of academic level, credit volume, and industry relevance.
4.2.2	**Target Audience** Specialists, senior specialists, and management professionals working within SMEs or multinationals across the following functional areas: • Regulatory Affairs & Quality Assurance • Clinical & R&D • Post-Market Surveillance and related lifecycle functions
4.2.3	**Number of Participants** The estimated maximum number of participants per programme is 15 – 20 participants. The maximum number of participants in year one (pilot) is 16 participants. The aforesaid numbers are indicative only and are subject to change at the sole discretion of the Network.
4.2.4	**Entry requirements** • Primary entry: NFQ Level 8 degree in life sciences or related disciplines.

	• Applicants with a relevant NFQ Level 7 qualification and **minimum two years of industry experience** may also be considered in alignment with the accrediting institution RPL process
4.2.5	**Programme Duration and delivery** i. The final agreed content for the NFQ Level 8 Post Graduate Certificate Programme shall be delivered over one academic year and shall employ a blended learning approach involving synchronous and asynchronous online lectures. ii. Lectures shall be delivered 'live' on a weekly basis. Recordings of live lectures are to be made available to all students. iii. The blended delivery format of this programme shall also include e-moderated discussion boards, along with workshops, group project work, case studies and a variety of additional teaching and learning tools. iv. A virtual learning environment (VLE) is to be made available to all students where learning materials, notes and all relevant resources shall be made available to students v. A minimum of (but not limited to) 4 days of student engagement shall take place on campus at the winning bidders location in the Republic of Ireland vi. It is desirable that the winning bidder provide a formal recognition ceremony or graduation event for all participants upon successful completion of the Programme. vii. Applied Delivery Quota: A minimum of 50% of total curriculum contact hours must be applied, practical, and directly grounded in industry or regulatory practice. *While this tender is focused on the development of a one-year programme, there is potential to expand the course into a two-year offering, details to be agreed should this proceed at a future date.* *Should the opportunity arise to extend the programme, the successful tenderer will be considered the preferred partner for the design and delivery of the expanded curriculum.*
4.2.6	**Programme Overview/Purpose** This programme is designed to build advanced capabilities in clinical evaluation and clinical investigation for the medtech sector. It follows the full device lifecycle: planning what clinical evidence is needed, generating and appraising that evidence, conducting clinical investigations where required, presenting the evidence to regulators, and maintaining it through post-market surveillance and post-market clinical follow-up (PMCF). The programme treats the EU Medical Device Regulation (MDR 2017/745) and the US FDA pathways (510(k), De Novo, PMA and IDE). It also covers how other global regulators' expectations and reliance pathways relate to them. It recognises that

	clinical evidence is not only a pre-market activity. Indication expansions, new claims, legacy devices and real-world data all require clinical evidence to be planned and maintained for as long as a device is on the market. The programme emphasises the importance of remaining informed as regulations, standards and MDCG guidance evolve. This includes the responsible use of artificial intelligence (AI) in evidence generation and documentation, and the clinical evidence expectations for software and AI-enabled devices. The purpose of this programme is to equip participants with the knowledge, tools, and leadership competencies to: • Plan clinical evidence strategies that are proportionate to device risk, intended purpose, claims and target markets, and that integrate with risk management and regulatory strategy. • Generate, appraise and synthesise clinical evidence from literature, real-world data, non-clinical data and clinical investigations. • Design, set up and oversee clinical investigations in line with ISO 14155, Good Clinical Practice (GCP) and applicable EU and FDA requirements. • Prepare defensible clinical evidence documentation, including Clinical Evaluation Plans and Reports and the clinical sections of FDA submissions, and engage effectively with Notified Bodies, Competent Authorities, Ethics Committees and FDA. • Maintain clinical evidence across the lifecycle through post-market surveillance, PMCF and structured re-evaluation. The programme fosters a lifecycle, systems-thinking mindset and promotes cross-functional collaboration. It enables participants to work effectively across regulatory, quality, clinical, R&D, risk management, marketing and commercial teams. It also prepares participants to lead clinical evidence activities that meet regulatory obligations and support business objectives such as market access, indication expansion and publication. By the conclusion of the programme, participants will be equipped to: • Lead the development of a clinical evidence strategy for a medical device with confidence and strategic insight. • Critically appraise clinical data and reach a documented, defensible Evidence Conclusion on whether existing evidence is sufficient or a clinical investigation is required. • Contribute effectively to the design, conduct and oversight of clinical investigations, including working with sites, investigators, CROs and Ethics Committees. • Prepare and present clinical evidence that Notified Bodies and FDA can follow and assess, and respond effectively to their questions and deficiencies. • Use post-market and real-world evidence, including off-label use, to keep the clinical evaluation current and to support future claims and indications. • Demonstrate compliance with evolving clinical evidence requirements, standards and guidance across the EU, US and other relevant markets.

4.2.7	**Required Content, Learning Outcomes and Assessment Criteria** The programme must deliver a comprehensive curriculum that builds advanced capability in clinical evaluation and clinical investigation for the medtech sector. The curriculum should follow a lifecycle structure, covering EU MDR and FDA requirements side by side with reference to other global regulators. The content should enable participants to apply clinical evidence principles across planning, evidence generation, clinical investigation, regulatory submission and post-market activities. To ensure ongoing relevance, the programme shall be designed to remain dynamic and agile, actively adapting to evolving industry requirements and the fast-shifting global regulatory landscape. Tenderers should note the following requirements: • The modules form a continuous lifecycle. Post-market and PMCF findings (Module 6) feed back into the clinical evidence strategy (Module 2), triggering re-evaluation for as long as the device is on the market. • Risk management (e.g. ISO 14971), the General Safety and Performance Requirements (GSPRs) and the clinical evaluation should be presented as interlinked threads, with a common schematic that recurs across modules. • Delivery should combine theory with practical application. Worked examples and case studies from industry should be used throughout. • Specialist Clinical investigation topics such as biostatistics and trial master file management should be addressed at awareness level only, with signposting to further specialist resources. **Core Modules** **1. Foundations of Clinical Evidence and Regulatory Frameworks** • Understand the core concepts and vocabulary of clinical evidence, including clinical evaluation, clinical investigation, clinical trial, registry, real-world evidence and benefit-risk, and how they differ in practice. • Explain the EU MDR requirements for clinical evaluation (Article 61, Annex XIV) and the FDA framework for clinical evidence (510(k), De Novo, PMA and IDE), and compare their underlying philosophies and points of convergence. • Understand intended purpose, device classification, state of the art and standard of care as the foundations of any clinical evidence strategy. • Explain the role of key standards and guidance, including ISO 14971, ISO 14155 and relevant MDCG guidance, and how the GSPRs, particularly the clinical GSPRs, relate to clinical evaluation. • Describe how risk management, design control, clinical evaluation and post-market surveillance interconnect across the device lifecycle. • Identify the roles and responsibilities of Regulatory, Quality, Clinical, Medical R&D, Marketing and other functions in clinical evidence activities, recognising differences between SMEs and multinational organisations. **2. Clinical Evidence Strategy and Planning Across the Device Lifecycle** • Define the purpose and intended outcome of clinical evidence generation, for example a new device, indication expansion, new claims, market access,

	publication or business needs, and determine the scope and target markets it requires. • Conduct a clinical gap assessment against the clinical GSPRs and applicable FDA requirements, using recognised hierarchies of clinical evidence to identify how gaps can be filled. • Evaluate equivalence under EU MDR, substantial equivalence under FDA 510(k), and the use of clinical data from other geographies. • Integrate clinical, regulatory and risk management strategies, including benefit-risk methodology, into a coherent Clinical Evaluation Plan and clinical development plan. • Determine when a clinical investigation becomes necessary and evaluate alternatives, including post-market commitments, for different device types and business contexts. • Plan early engagement with clinicians or medical professionals (in-house or external) who are familiar with the medical technology as inputs to the evidence generation • Plan early engagement with Notified Bodies and FDA, including structured dialogue and Pre-Submission (Q-Sub) meetings, and assess where AI tools can responsibly support strategy development. **3. Clinical Evidence Generation and Appraisal: Literature, Real-World and Non-Clinical Data** • Plan and conduct systematic literature searches and state-of-the-art analyses, including search protocols, appraisal and transparent reporting of methods. • Critically appraise, weight and synthesise clinical data from published literature, registries, vigilance and adverse event databases, and real-world evidence, including data on alternative treatments. • Evaluate how bench, biocompatibility, pre-clinical and other non-clinical data contribute to the overall clinical data package, and when they may be sufficient on their own. • Apply clinical evidence approaches to legacy devices, device modifications, software as a medical device (SaMD) and AI-enabled devices. • Use Notified Body expectations, such as the Clinical Evaluation Assessment Report (CEAR) template, to test the adequacy of clinical evidence. • Reach and document a defensible Evidence Conclusion on whether existing evidence is sufficient or a clinical investigation is required. **4. Clinical Investigations: Design, Conduct and Oversight** Distinguish between types of clinical investigation, including first-in-human, early feasibility, pivotal, post-market and investigator-initiated studies, and select an appropriate approach for a device's stage of development and target markets. • Apply the principles of ISO 14155 and GCP to clinical investigation design, including endpoint selection, sample size and statistical considerations at awareness level, and the implications of not meeting endpoints. • Develop, evaluate and understand key clinical investigation documentation, including the Clinical Investigation Plan, Investigator's Brochure, Case Report Forms and informed consent, and link them to design control and risk management records.

	• Understand the roles and responsibilities of sponsors, investigators, sites, CROs etc. • Ethics Committees, regulatory Competant Authorities (expectations and their available guidance) • Navigate submission and approval pathways for clinical investigations under EU MDR (Articles 62–82) and FDA IDE, including significant risk and non-significant risk determinations and the role of IRBs and Ethics Committees. • Plan the execution, monitoring, safety reporting, timelines and costs of a clinical investigation, and design studies that can support multiple markets. **5. Clinical Evidence Reporting, Submission and Regulatory Engagement** • Turning the evidence from Modules 3 and 4 into a *defensible dossier* • Structure Clinical Evaluation Plans and Reports in line with EU MDR and current MDCG guidance, with clear traceability to the risk management file. • Map how the clinical evaluation links to related documentation, such as the instructions for use, Summary of Safety and Clinical Performance and PMCF plan, to form a coherent submission package. • Advertising/Promotional/Marketing Literature, Clinical claims substantiation and links to labelling/IFU. • Build the clinical evidence sections of FDA submissions, including 510(k), De Novo and PMA, and present clinical equivalence and evidence arguments that tell a clear and defensible story. • Plan effective interactions with Notified Bodies, Competent Authorities, Ethics Committees and FDA before, during and after submission, including pre-submission meetings and modular submissions. • Respond effectively to deficiency letters, additional information requests and Notified Body findings. • Evaluate the opportunities, limitations and governance requirements of using AI in preparing and reviewing clinical documentation. **6. Post-Market Surveillance, PMCF and Clinical Evidence Lifecycle Management** • Distinguish post-market surveillance from post-market clinical follow-up, and outline EU, FDA and other global post-market requirements, including FDA post-approval studies and Section 522 orders. • Design proportionate PMS systems and PMCF plans, selecting appropriate methods such as registries, surveys and post-market studies, informed by the benefit-risk profile. • Interpret post-market data, trends, triggers and real-world evidence, including off-label use, to update the clinical evaluation and risk management file. • Prepare and maintain post-market outputs, such as PSURs and PMS reports, and understand their role in keeping clinical evidence current. • Use post-market and real-world evidence, including investigator-initiated studies, to support new claims and indication expansions. • Evaluate the role of AI and data analytics in analysing large post-market datasets, with appropriate human oversight.

Optional Additional Content

Tenderers are encouraged to identify value-add content that enriches the core programme, such as:

- Approaches to global regulatory harmonisation and the strategic use of clinical data across multiple target markets.
- Forward-looking, complementary topics that intersect the six modules, particularly the novel application of AI in MedTech clinical and regulatory workflows.
- A signposted resource guide detailing specialist ecosystems—including Contract Research Organisations (CROs), biostatistics consultancies, and follow-on professional development routes.

Tenderers should note that Module 4 (Clinical Investigations: Design, Conduct and Oversight) may additionally be required as a standalone, virtual offering subject to demand, catering to learners not enrolled in the full Level 8 programme. Accordingly, tenderers must provide an itemised, separate cost for the standalone delivery of this module in Appendix 2, The Pricing Schedule.

Assessment Criteria

Assessment methods are required to evaluate robust theoretical understanding with real-world application, ensuring participants can effectively execute clinical evaluations and investigations in the MedTech industry.

Tenderers are required to include:

- **Written Assessment:**

Brief set of questions on each Module combined with some continuous assessment activities

- **Applied Project/Case Study:**

Note: To safeguard commercial confidentiality, tenderers must permit learners where required to use anonymised data, fictitious examples, or representative products/technologies in their project/case study submissions.

- **Final Capstone or Portfolio:**

A cumulative assessment demonstrating synthesis of cross-modular learning. An indicative deliverable would involve developing an end-to-end clinical evidence and regulatory roadmap for a device, addressing practical industry challenges across its lifecycle.

Tenderers are invited to propose a balanced assessment framework incorporating additional elements such as:

- Group projects
- Individual or team presentations

	• Formative and summative continuous assessment Assessment methods must be clearly mapped to learning outcomes and designed to support professional development, regulatory awareness and leadership capability.
4.2.8	**Schedule** ➢ **Programme development** – completed by end of March 2027 ➢ **Programme accreditation/validation** – attained by July 2027 ➢ **Programme Delivery** – commencing mid October 2027
4.2.9	**Budget** i. The budget allocated for the Services is as follows: o Programme development and validation/accreditation: **€60,000** o Programme Delivery: **€5,000 per participant,** *to a maximum of 16 participants in year one, pilot programme,* ***(total programme delivery budget in year one @ €80,000)*** ***The budget outlined above excludes the delivery of Module 4 as an independent offering. No indicative budget has been allocated for delivering Module 4 virtually as a standalone module; therefore, tenderers are required to submit a separate cost proposal for this element.*** ii. The budget for programme delivery includes all associated fees (such as administration, project management, student certification fees and training materials/manuals). iii. Tenderers are requested to keep their pricing for the constituent elements of the Services within the aforesaid budgets. iv. Tenderers should note that the Pricing Schedule at Appendix 2 is structured differently than the aforesaid budgets and requires itemised pricing (i.e. development and accreditation fees must be quoted separately; programme delivery and per person fees must be quoted separately, as per instructions provided in the said Pricing Schedule).

4.3 Specification of the Services

4.3.1 The Successful Tenderer shall be required to:

- Develop, **in consultation with the Irish Medtech Skillnet and the Industry Expert Working Group** (who shall review and approve the content and learning outcomes of the Programme) and accredit the Programme as set out in this RFT.
- Prepare all course materials, including (where applicable) customisation.
- Deliver the Programme, as directed by the Network.

- Provide training facilities for any in person training that may be recommended by the provider.
- Liaise with the Irish Medtech Skillnet team and the representative(s) of member companies and/or trainee(s) in advance of the Programme commencement where required and/or requested.
- Ensure that the attendance is recorded for all trainees.
- Ensure that the Network's registration form is completed by all trainees where requested by the Network
- Communicate all material issues (if any) to the Network during the course of the Programme to allow for their speedy resolution.
- Proactively engage with the Network and adhere to the requirements set out in this RFT to ensure effective service delivery and overall relationship management.
- Respond directly to queries from interested participants regarding course content, their eligibility, as applicable.

4.4 The Obligations of the Successful Tenderer

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

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

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

4.4.4 Prior to the removal of any Key Personnel in accordance with clause 4.4.3, the Successful Tenderer shall (where possible in advance of any such removal) furnish the Network with a copy of the proposed replacement's curriculum vitae and all details required to enable the Network to satisfy itself that the employee, servant, agent, or contractor is appropriately qualified for the provision of the Services.

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

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

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

4.5 The Responsibilities of the Network

The Network undertakes to:

i. Supply the details on the number of trainees.
ii. Assist with the resolution of material issues (if any) that may arise during the delivery of the programme(s).

4.6 Important notes

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

4.6.2 Tenderers should note that the Network reserves the right to alter the specifics and/or scope of the requirements over the Contract Term in line with the requirements of its member companies and the level of available funding.