



Kiiltas na hÉireann
Government of Ireland

In partnership with



REQUEST TO PARTICIPATE IN A MENTORING AND RELATED SERVICES PANEL FOR LOCAL ENTERPRISE OFFICE WESTMEATH

INSTRUCTIONS DOCUMENT

Scope of Panel	Provision of mentoring and related services for the Local Enterprise Office in Westmeath County Council.
Procedure	Panel
<p>Applications will be accepted throughout the lifecycle of the Panel at any stage, however, in order to be considered for the first tranche of contracts, applicants should apply by 26 January 2024. The existing Panel will expire on the 31 March 2024, and will be replaced by this Panel which will operate from 1 April 2024. Thereafter applications will be assessed bi-monthly commencing 30 April 2024.</p>	
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for Application	Completion of Tender Response Document sent to leoprocurement@westmeathcoco.ie
Duration	3 years commencing 1 April 2024
<p>Please note that information relating to this Request to Participate in a Panel, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents.</p> <p>Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.</p>	
<p>The Contracting Authority has provided a Tender Response Document as a separate document for Applicants to use in preparing their response. This document and format MUST be used.</p>	

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DISCLAIMER

All information contained in this document is provided for the purpose of facilitating the production and submission of Applications.

Applicants are recommended to read the document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, no representation or warranty, expressed or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in this document or otherwise provided by or on behalf of Westmeath County Council (hereinafter “the Contracting Authority”), in writing or otherwise, to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on this document, or for the information contained in this document, or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, expressed or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of Applications with missing or incomplete information. Therefore, Applicants are advised to ensure that they return a comprehensive Application in order to avoid the risk of elimination from the Panel.

1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Westmeath County Council (hereinafter referred to as the “Contracting Authority”) is the authority responsible for this procurement.

Further information is available on our corporate website <https://www.westmeathcoco.ie/en/>

The Contracting Authority is carrying out this procurement on behalf of the Local Enterprise Office Westmeath (otherwise LEO Westmeath). LEO Westmeath promotes the development of enterprise and small business creation across County Westmeath.

LEO Westmeath is one of 31 dedicated LEOs across the Local Authority network in Ireland and supports people who are interested in starting up a new business or who are already in business including entrepreneurs, early-stage promoters and small businesses looking to expand.

LEO Westmeath provides a range of services including Business Advice, Information, Training & Management Development Consultancy, Networking, Mentoring, Financial Supports and Sector Specific Supports.

Log on to:

LEO Westmeath <https://www.localenterprise.ie/Westmeath/>

Local Enterprise Office <https://www.localenterprise.ie/>

2. GENERAL INFORMATION & REQUIREMENTS

2.1 General Information

The purpose of this procedure is to establish a Panel of Mentors for a range of Lots as noted at section 2.2. of this document for the Local Enterprise Office in Westmeath County Council.

LEO Westmeath is compiling a panel of mentors, from which future mentor assignments for a 3-year period will be selected. Applications are invited from mentors with appropriate skills and experience that wish to be included in the LEO Westmeath mentor panel.

Mentors do not act as consultants. They are a confidential sounding board, advising on key operational and strategic issues. Responsibility for decision-making and implementation rests solely with the client. Mentors help the clients explore their business goals and ideas for the future and to help them realistically appraise their current situation. As business plans develop the role is to challenge and support the execution of the client's plans and to assist them to keep track of their objectives.

It is expected that the individuals approved as mentors by LEO Westmeath will possess the following competencies:

- Strong contemporary knowledge of the broad issues facing the Irish start-up and micro-SME base
- Strong presentation skills (in the event that mentors are presenting to groups) together with the ability to successfully organise and prioritise work
- Sound judgment as well as good communication
- Computer literate with good knowledge of relevant applications including Word, Excel, PowerPoint and Outlook
- Mentoring/Coaching skills i.e.
 - Empathy
 - Listening without judging
 - Challenging
 - Questioning
 - Supporting

The proposed mentoring and related services include but are not limited to those set out under the detailed specification of requirements under the Panel in section 2.2.

2.2 Detailed Specification or Requirements under the Panel

LEO Westmeath Mentor Programme is designed to match the knowledge, skills, insights and entrepreneurial capability of experienced business practitioners with entrepreneurs, small business owner/managers who need practical and strategic advice and guidance. The mentor contributes independent, informed observation and advice to aid decision making.

Applications are invited from competent persons with relevant experience, expertise and qualifications across all lots as noted below.

Applicants are also required to indicate the **Lot[s]** they are tendering for.

Suppliers can tender for 1 or more lots subject to a maximum of 5 Lots

Applicants should also indicate which sub lot they have relevant experience in within each

Applicants will be assessed and shortlisted for inclusion on the panels on the basis of information received.

Applicants **MUST** indicate which sub lot they have relevant experience in within each Lot. For example –If you want to apply under Lot 1 Finance you must tick the box beside each subplot (i.e. VAT) if you are competent in providing mentoring support for that service area.

The panel to be established by way of lots/sub lots is as follows;

Lot 1 Finance			
Basic Bookkeeping - Manual & Computerised		Revenue Services / Revenue Online Services	
Taxation		Pensions	
VAT		Costing/Pricing	
Accounting software		Financial Management / Cashflow	
Sources of funding		Pitching for Investment / Borrowing	
Preference Share Management		Preparing and reviewing grant applications, associated paperwork and presentations for LEO funding programmes	
Small Business Accounts			
Preparing Microfinance Ireland (MFI) applications and associated paperwork		Credit Control	
Succession Planning		Other (please state)	

Lot 2 Business Advice			
Manufacturing / Production		Idea Generation	
Business Planning		Business Management	
Business Start Up Fundamentals		Business Expansion Processes	
Supply Chain Management		Quality Management	
Human Resources		Resources Management	
Product Design and Development		Franchising	
Pitching/Presentation/Communication Skills		Tendering For Business / Public Procurement	
Working and living as a self-employed person		Preparing and reviewing grant applications, associated paperwork and presentations for LEO funding programmes	
Research & Development		Commercialisation	
General Data Protection Regulation		Social Entrepreneurship	
Developing a Business Plan		Other (please state)	

Lot 3 Social-Media & Digital Marketing			
Facebook for Businesses		Twitter for Businesses	
LinkedIn For Businesses		Search Engine Optimisation	
TikTok For Businesses		Social Media Reviews	
Instagram for Business		Digital Marketing Concepts	
Google Analytics		Digital Planning & Management	
Content Creation		ChatGPT	
Podcasting		Artificial Intelligence	
Online Marketing Videos		Social Media for Businesses	
Google Tools		Digital Marketing Strategy Reviews	
Digital Marketing Platforms for Business		Other (please state)	

Lot 4 Sales & Marketing			
Sales		Market Research/Ideation	
Marketing		Packaging	
Marketing Strategy Review		Marketing on a Budget	
Product Design		Branding	
Growth Strategy		Import/Export	
Strategic Planning		Lead Generation/Sales	
New Software Applications		Market Entry / Route to Market	
Online Sales		Content Creation	
Sales and Negotiation Techniques		Other (please state)	

Lot 5 Human Resources & Health & Safety			
Interviewing & Recruitment		Employment Law	
Employee Motivation		Performance Management	
Communication		Safety & Wellness	
Managing your Personal Safety at Work		Health and Safety in the Workplace (Legislation and procedures)	
		Other (please state)	

Lot 6 Food & Drink			
Market Research		Marketing	
Labelling and Sustainable Packaging		Product Design	
Branding		Import/Export/Distribution home & abroad	
Food Hygiene/HACCP/Regulations		Innovative Sustainability Product Development	
Selling at Farmers Markets		Food Trucks (Set-Up & Legislation)	
Food Tourism		Other (please state)	

Lot 7 Design/Craft/Creative Sectors			
Growth Strategy		Import / Export	
Branding / Brand Development		Strategic Planning	
Product Design		Maximising Your Income	
Merchandising for Trade Shows / Pop Up Shops		Marketing & Selling Online	
Sustainable Packaging		New Product Development	
		Other (please state)	

Lot 8 IP / Legal Services including Patents, Trademark			
Patents		Trademarks	
Copyright		Intellectual Property	
Investor readiness		Commercialisation	
MVP Development		Growth Strategy	
Employment Law		Other (please state)	

Lot 9 Website / SEO / Technology			
Project Suitability		Quality of ICT proposal	
Google Analytics		Increase online sales potential	
Bespoke or Out of Box Website		User Experience (UX)	
Website Development		Search Engine Optimisation	
Maintaining Your Website		Website Reviews	
Product Design/Development		Ecommerce	
Prototype Development and Testing		App Development	
Digital Planning & Strategies		Artificial Intelligence	
WordPress		Shopify	
Cyber Security		Other (please state)	

Lot 10 Health, Wellbeing & Fitness			
Time Management		Meditation	
Mindfulness / Wellness		Nutrition	
Resilience in the Workplace		Work-life Balance	
Managing Stress & Building Resilience		Other (please state)	

Lot 11 Exporting / Brexit / Supply Chain & Logistics			
Growth Strategy		Strategic Planning	
Import/Export Potential		Managing Risk	
Customs Procedures / Regulations		Cashflow & Currency	
Supply Chain Management		Brexit Supports	
Custom Agents		Licensing	
New Market Development / Route to Market		Importing Procedures (i.e., tariffs, customs, HS classification, VAT status, customs documentation etc.)	
Cross Border Trading		Contract Law	
Customer Value and Service		Operations and Logistics Management	
Purchasing and Procurement in a Commercial Environment		Other (please state)	

Lot 12 Green Business			
Environmental Awareness		Innovative Sustainability	
Business/Process Innovation Under a Green Agenda		Change Management Relating to Green Business Processes	
Sustainable Business Practices		Climate Change Impacts	
Carbon Footprint		Green Strategies	
Energy Conservation		Green Procurement	
Green Distribution		Green Marketing Awareness	
Circular Economy		Other (please state)	

Lot 13 Retail Sector / Tourism Business			
Customer Service		Retail Supports	
Growth Strategy		Routes to Market – Retail Sector	
Sustainable Business Practices		Understanding of Retail Business	
Distribution Home & Abroad		Management Skills for Retail Sector	
Visual Merchandising		Routes to Market – Tourism Sector	
Marketing & Selling Online		Understanding of Tourism Business	
Branding & Sustainable Packaging		Tourism Supports (Particularly for Festival and Event Committees)	
Product Validation		Management Skills for Tourism Sector	
Import / Export		Other (please state)	

Please note: the above list is not exhaustive but indicative of topics.

2.3 Mentoring

The Mentor will provide mentoring in accordance with the terms of this agreement for the clients selected by the **Local Enterprise Office** within Westmeath County Council hereinafter referred to as the LEO. All mentors (including existing ones) will have to apply in order to be placed on the panel.

The proposal from the Mentor, together with any clarification(s), agreement(s) or other documentation relating thereto at any time prior to the completion of the mentoring, including all costs agreed between the LEO and the Mentor shall be an integral part of the agreement. The Mentor acknowledges that he/she will carry out the mentoring in accordance with this agreement in a manner acceptable to the LEO.

The Mentor warrants that they are an independent contractor and agree that their role as a Mentor does not render them as an employee, consultant or agent of the LEO and they will not hold themselves out as such to any party.

The LEO may from time to time with the consent of the Mentor amend or vary the proposals, content or programme in writing. Such amendments and/or variations shall become part of this agreement and shall be binding on the parties thereto. However, this agreement shall not be deemed or construed to be modified, amended, rescinded or waived in whole or in part except by written amendment by the parties hereto. For the avoidance of doubt, the term “written” shall include e-mails and similar electronic communications, but not information communicated verbally.

The Mentoring Programme is subject to client needs and budgetary constraints. Individual mentor performance will be continually monitored over the term of the contract. Quality of service will be the main criteria for measuring performance. LEO Westmeath will assess regular feedback from LEO mentor clients. The successful tenderer shall ensure the quality of service is of the highest order including satisfaction rankings and adherence to the Code of Conduct.

Typical Mentoring Assignments Include:

<p>Mentoring Assignment provision of one-to-one mentoring support through LEO Westmeath Mentoring Programme</p>	<p>LEO Westmeath Mentoring Programme assignments appointed on a one-to-one basis. The total number of mentoring hours (max of 9) assigned to any client will be at the discretion of LEO Westmeath.</p> <p><i>The rate is set at a maximum pro-rata rate of €58.33 per hour (ex VAT) (subject to national rate) and generally 1 visit consists of a 3-hour session.</i> The length of each mentoring assignment is determined by the needs of the client and the budget available.</p>
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<p>Specialist Mentoring Clinics – these can include but are not limited to Business Advice, Marketing, HR, Finance, Website Reviews, Social Media Reviews, Brexit Advice, MicroFinance Ireland Application Support, Retail, Hospitality, Food Advice, Tourism, Public Procurement, Leadership, LEAN, Green, Digital, IP and Patents etc</p>	<p>LEO Westmeath Specialist Mentoring Clinics are generally structured as 1 - 1.5 hour one to one sessions, providing targeted in-depth business information & advice. These Specialist Mentoring Clinics will be delivered over full days at a maximum rate of €750 per day exclusive of VAT or pro-rata if a full day is not required. The number of clients per clinic will depend on the type of clinic being delivered. The Head of Enterprise reserves the right to review the rates of pay from time to time subject to market conditions/ economic changes.</p> <p>These clinics will take place online or at an agreed location between the client and mentor. The structure and length of each mentoring clinic is determined by the needs of the client and the budget available and will be at the discretion of LEO Westmeath.</p>
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2.4 Access

The Mentor shall satisfactorily reply to any queries thereon submitted by the LEO, Enterprise Ireland, Department of Business, Enterprise and Innovation, the Comptroller and Auditor General and, where appropriate, the European Commission and the European Court of Auditors, in a manner which is deemed to be satisfactory by any or all such bodies.

2.5 Visit Duration

Each consultation with the client is considered as being one Mentor visit and the length of each visit will be up to 3 hours duration excluding travel time. The duration of each mentor assignment will be determined by the LEO and can contain 1 or more visits.

Mentoring can take place in the client's premises, online or at a location agreed between the client and mentor. Any costs associated with room hire will not be incurred by Local Enterprise Office Westmeath.

2.6 Reporting

The Mentor shall provide the LEO with an electronic written/typed report after each mentoring visit unless otherwise agreed.

2.7 Contract Management

The Contracting Authority will deal with all matters in relation to contracts directly with each successful Mentor. The Mentor will:

- Have the overall responsibility for a good working relationship with the Contracting Authority.
- Provide regular reports on performance as agreed with the Contracting Authority.
- Meet as and when required to review and examine performance.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

NOTE: Mentors should note that contract management activities will be non-billable.

2.8 Termination of Panel & Contracts Awarded

The Contracting Authority reserves the right at its sole discretion to terminate any contract where circumstances outside its control, render the commercial arrangement uncompetitive.

2.9 Right to tender outside of the Panel

The Contracting Authority intends to use the Panel for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the Panel for the procurement of any requirement without reference to the Panel Members. Admission to a Panel does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of any contract.

2.10 Compliance with the Terms and Conditions of the Panel

Admission to the Panel will be conditional upon acceptance of the Contracting Authority's Terms and Conditions.

The Contracting Authority reserves the right to confirm that the financial and technical capacity of the Applicant is valid and unchanged prior to the award of any contract and throughout the lifetime of the panel.

3. ESTABLISHMENT AND OPERATION OF THE PANEL

3.1 Establishment of the Panel

The Contracting Authority proposes to engage in a process for the establishment of a Panel.

Interested parties are required to complete and submit the Tender Response Document provided. Responses received will be evaluated based on the Applicant meeting the qualification criteria as set out in Section 3.9.

The Contracting Authority invites all unsuccessful Applicants to re-submit an application that meets the minimum requirements at any time during the currency of the panel.

Inclusion on the Panel does not constitute a contract and the Contracting Authority cannot guarantee that a contract will be awarded to any member of the Panel. Awards are dictated by the client needs.

3.2 Operation of the Panel

Assignments will be allocated to consultants as follows:

- (i) By selection of the most suitable consultant available for the particular assignment on the basis of their expertise and level of training as set out in their Tender Response Document, matching the specific needs of a client.
- (ii) Where the nominated consultant is not available due to existing commitments then LEO Westmeath will allocate the assignment to the next most appropriate consultant, based on their experience contained within the Tender Response Document.
- (iii) Where appropriate, LEO Westmeath reserves the right to conduct a mini tender competition with a minimum of 3 panel members capable of delivering the services [subject to that number being on the panel]. Mini competitions will be conducted in line with public procurement requirements and the contract awarded on the basis of the most suitable mentor on the skill required for the project/approach to delivery of same.
- (iv) LEO Westmeath recognises that business needs are constantly evolving and this in turn may require changes to our mentoring offerings. Where new mentoring requirements are identified, LEO Westmeath may run a mini-tender among the most suitable panel members based on changing needs emerging and by reference to the original tenders.
- (v) LEO Westmeath reserves the right to terminate this contract award process any time at its sole discretion. LEO Westmeath will not be responsible for any costs incurred by applicants in the tendering process.

It will be a condition of appointment to the Panel that the successful Applicants provide evidence of:

- (i) Insurances
- (ii) Tax Compliance
- (iii) Declaration re statutory obligations

3.3 Numbers Admitted to the Panel

Only submissions that pass requirements at 3.9 will be admitted to the panel and there will be no restrictions on the panel numbers.

The Panel will be open throughout the period of validity to any Applicant that satisfies the qualification criteria defined in Section 3.8 of this Instructions Document and agree to the Terms and Conditions of the Panel.

Applications will be accepted throughout the lifecycle of the Panel at any stage, however in order to be considered for the first tranche of contracts, applicants should apply by 26 January 2024. Thereafter applications will be assessed bi-monthly commencing 30 April 2024. The existing Panel will expire on the 31 March 2024, and will be replaced by this Panel which will operate from 1 April 2024.

3.4 Duration of the Panel

The Panel will be for a maximum period of three (3) years from 1 April 2024.

NOTE: The Contracting Authority confirms that the period of any contracts awarded under the Panel may extend beyond the date of expiry of the panel.

Tenderers can apply to join the panel at any time during this period.

Westmeath County Council invites all unsuccessful applicants to re-submit an application that meets the minimum requirements at any time during the currency of the panel.

3.5 Estimated Value of the Panel

It is estimated that the overall spend under this Panel during its lifetime will be in the region of €450,000 ex VAT. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the Panel, which is subject to client needs and budgetary constraints.

3.6 Rates of Pay

One-to-one mentoring service and Miscellaneous Assignments rates are payable at the **maximum of €58.33 per hour exclusive of VAT** (subject to national rates).

Specialist Mentoring Clinics will be delivered over full days at a **maximum rate of €750 per day exclusive of VAT or pro-rata if a full day is not required**. The number of clients per clinic will depend on the type of clinic being delivered. The Head of Enterprise reserves the right to review the rates of pay from time to time subject to market conditions/ economic changes.

Reports and claims will need to be emailed to staff on completion of assignment and within a timely manner. The LEO will pay the Mentor on the conclusion of the assignment/clinic and on receipt of a payment claim form and the submission of a satisfactory report. Subsistence and/or Room Hire will not be paid for mentor assignments or clinics.

All assignments must be completed within a timeframe agreed with the Local Enterprise Office but in any event within a maximum of 4 months and if they are not, then the remaining sessions may be forfeited, and all relevant documents must be furnished to LEO Westmeath.

The rate quoted shall be fully inclusive of all costs and expenses incurred (including room hire) in relation to any assignment awarded under this contract.

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

A current Tax Clearance Cert must be furnished in order to effect payment.

3.7 Delivery Method

Delivery of the service can take place in the client's premises, online using video conferencing software such as Zoom, Microsoft Teams etc. or at a location agreed between the client and Consultant. It is expected that the assignments should include a minimum of one on-site visit by the consultant (having regard for public health guidelines, government recommendations and advice from LEO Westmeath).

3.8 Qualification Criteria

Only applicants meeting all the criteria set out below under section 3.9 will be admitted to the panel.

In order to confirm Applicants' qualifications, Applicants are required to provide the information set out below and in the Tender Response Document.

3.9 Requirements

Applicants are required to provide information on the following in the Tender Response Document. No other format will be accepted. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in your application being considered inadmissible. Additional to the TRD, CVs of proposed service delivery personnel must be submitted with applications.

Only applicants passing all the Pass/Fail Criteria set out below will be admitted to the panel.

Applicants Details

[PASS REQUIREMENT essential to be admitted to the panel]

Provide contact and general information on the applicants' organisation –entity name, address and contact details for individual responsible for this application and entity overview.
Section A1 of TRD must be completed in full.

Previous Experience

[PASS REQUIREMENT essential to be admitted to the panel]

A comprehensive Tender Response Document must be submitted *by all proposed service delivery personnel and demonstrate/provide:*

- They have the level and depth of experience to provide high quality services in relation to the requirements for ALL LOTS being tendered for.
- Information clearly demonstrating **successful delivery of 3 previous comparable mentoring assignments in the last 2 years** where they provided mentoring in their area of expertise to **Small and medium-sized enterprises (SMEs)**. **Section A7 of TRD must be completed in full. If you can clearly demonstrate your experience across a number of different LOTS in one of the references provided, this will be acceptable.** Westmeath County Council reserve the right to check references in advance of assignments being allocated.
- At least **two years' experience working in/or with Small and medium-sized enterprises (SMEs)**.
- Relevant **experience working in an area where professional or technical skills** may have been developed that are transferable to micro enterprise.

Additional to the TRD, CVs of proposed service delivery personnel must be submitted with applications.

Note: Relevant third level qualifications or equivalent are desirable but not essential.

These details may be used for reference purposes and checks may be made without any further contact with applicants.

Financial and Economic Standing [PASS REQUIREMENT essential to be admitted to the panel] Section A2 to A6 of TRD must be completed in full.

Tax	Confirmation that the Applicant is fully tax compliant – please refer to the tax rules contained at A2 in the Tender Response Document.	
Insurance	Complete A4 of the Tender Response Document. The successful candidates shall be required to hold relevant insurance for the purpose of the work with LEO Westmeath with a minimum Professional Indemnity level of €300,000 required. Other insurances may include Public Liability, Employers Liability and other insurance as appropriate. Public Liability level of €6.5 million is only required if mentoring takes place on the trainer’s own premises. Employer’s liability level of €13million is only required where applicable.	
	Insurance Type	Require Value €
	Professional Indemnity	Min. €300,000

Computer Literacy

Applicants must confirm in the TRD that they have the following skills / requirements:
 Applicants must be **computer literate** with good knowledge of Word, Excel, and commonly used email and digital communication platforms.
 Applicants should have relevant software tools / licences to conduct online mentoring if required i.e., Zoom, Microsoft Teams etc.

Declarations

Complete the declarations provided in the TRD as follows:
 Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016.
 Compliance with relevant statutory obligations. Where Applicants are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.
 Demonstrates operating of Data Protection Management systems and procedures in line with all relevant Data Protection legislation.

Health & Safety

Applicants must confirm in the TRD that they will comply with all relevant H&S legislation and will be required to sign “SF CC 05 Contractor HS Declaration” should a mentoring contract be issued –provided for information purposes with this tender call.

NOTE: Applicants must be willing to provide evidence of all self-declared information within five (5) working days of request, which will be made prior to any award decision.
 If the evidence required is not provided by the deadline date, the Contracting Authority reserves the right to eliminate the Applicant from the competition.

Furthermore, Applicants should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future Panels.

3.10 Equal Opportunities

The Mentor shall also ensure that neither he/she nor any of his/her agents shall commit any act that would constitute direct or indirect discrimination against any person on the grounds of sex, marital status, race, colour, creed, nationality or ethnic origin, religious beliefs, family status, sexual orientation, membership of the Traveller community, disability or any other ground that would constitute discrimination.

The Mentor shall agree to carry out any specific actions in relation to Equal Opportunities as may already form part of the mentoring proposal.

3.11 Mentor Appointments to Clients

The Mentor shall not during the appointment as Mentor, accept any appointment whether as director, consultant, agent or enter into any commercial arrangement whatsoever with a business while acting as a Mentor to that business. The consent in writing must be obtained from the Head of Local Enterprise in the case of any deviation from this condition.

4.0 INSTRUCTIONS FOR APPLICANTS

(a) Submission of Applications

Tenderers must observe the following:

- Tenderers must complete the Tender Response Document provided and include completed, signed and dated declaration in order to participate in this competition (**no other tender format will be accepted and may mean disqualification**).
- A digital copy of the tender must be submitted by email to LEO Westmeath at leoprocurement@westmeathcoco.ie. In the e-mail subject line please state clearly which tender LOT you are submitting on application for.
- The tenderer is fully responsible for the safe and timely delivery of the tender.
- All supporting documentation requested including CVs of proposed service delivery personnel must be submitted with the application.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applications will be accepted throughout the lifecycle of the Panel at any stage, however in order to be considered for the first tranche of contracts, applicants should apply by 26 January 2024. The existing Panel will expire on the 31 March 2024, and will be replaced by this Panel which will operate from 1 April 2024.

(b) Queries

All queries regarding this request to participate in a Panel should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent applicants from submitting a comprehensive Application. Please submit queries as soon as possible.

In circulating responses, queries will be edited to avoid disclosing the identity of the Applicant and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

(c) Cost of Preparation of an Application

The Contracting Authority will not be liable for any costs, charges or expenses incurred by Applicants in the preparation of Application or any associated efforts. It is the responsibility of the Applicant to ensure that they are fully aware and understand the requirements as laid down in this document. Applicants will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(d) Amendment of Tender Documentation

Applicants are prohibited from amending any text or content of forms or declarations or templates provided as part of this competition in their responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the Applicant from further consideration.

(e) Collusive Application

If any Applicant is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its application, or for showing or forbearing to show any favour or disfavour to any person in relation to its Application, the Application submitted by such Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(f) Confidentiality

After the official opening of Applications, information relating to the examination, clarification, evaluation and comparison of Applications and recommendations will not be disclosed to Applicants or other persons not officially concerned with such process until the award decision

with the successful Applicant has been announced and in conformity with national laws. Applicants shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Applicant to influence the Contracting Authority or its staff in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the award of a contract may result in the rejection of that Application.

(g) Clarification of Applications

The Contracting Authority is entitled, but not obliged, to seek clarification of Applications. No change in the price or substance of the Application shall be sought, offered or permitted. To assist in finalising the Application evaluation, selected Applicants may be invited to attend clarification meetings with the Contracting Authority.

(h) Change in the Composition of an Applicant

The Contracting Authority reserves the right, but is not obliged, to disqualify any Applicant that makes any change to its composition after submission of an Application.

(i) Interference and Inducement to Purchase

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of Applications and in decisions concerning the Award of Contract shall have their Application rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018 (Ireland), and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

(j) Conflict of Interest

Any conflict of interest involving an Applicant (or group of applicants in the event of a consortium bid) must be fully disclosed to the Contracting Authority.

Any registrable interest involving the Applicant and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the submission/tender or should be communicated to the Contracting Authority immediately upon such information becoming known to the Applicant, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registerable interest' and 'relative' shall be interpreted as per the Ethics in Public Office Act, 1995.

Failure to disclose a conflict of interest may disqualify an Applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

(k) Publicity

Applicants shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this Panel other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity.

For the purposes of this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party, information regarding this process and the Panel.

(l) Right Not to Award

The Contracting Authority reserves the right to accept or reject in whole or in part any or all Applications received, and to source the requirement with more than one Service Provider.

The Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

(m) Notification of Application Evaluations

All Applicants will be informed of the outcome of their Application following evaluation and any necessary clarifications. Potential outcomes can be:

- a) Appointment to Panel
- b) Award of Contract
- c) Letter of Regret
- d) Decision not to proceed with the establishment of Contract or establishment of a Panel
- e) Termination of the Panel

(n) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful Applicants as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful Applicants

(o) Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of any contract awards made under this Panel. The Service Provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful Applicant).

(p) Brand Names, etc.

Please note in relation to any documentation associated with the establishment of this Panel; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is for illustrative purposes only.

(q) Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Applicants should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(r) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

(s) Health & Safety

With respect to the jurisdiction where the supply of goods/services/works will be provided, the successful Applicant must comply with the following Health and Safety legislation as applicable: The Safety, Health & Welfare at Work Act 2005 and sign the SF CC 05 Contractor HS Declaration.

(t) Accessibility/Dignity at Work

Applicants shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in Applications where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(u) Freedom of Information

In order to comply with legislation on the Freedom of Information the Contracting Authority operates a Code of Practice for Freedom of Information. The primary purpose of this code is to facilitate access by members of the public to information held by the body which is not routinely

made available.

Anyone corresponding with the Contracting Authority through any procurement process should be aware that any information provided in the Application or other correspondence may be made available if requested under the Freedom of Information Code of Practice.

The Contracting Authority will consult with Applicants about sensitive information in their application or correspondence before making a decision on the disclosure of any such information in response to a request under the relevant Freedom of Information legislation. Applicants who wish that any of the information supplied in their mentoring application or other correspondence should not be disclosed should identify this sensitive information clearly and specify the reason for its sensitivity.

A decision on what information can be released under the relevant Freedom of Information legislation is the sole prerogative of the Contracting Authority. The Contracting Authority undertakes to use its best endeavours to hold confidential any information provided by respondents, subject to its obligations under law, including the Freedom of Information Acts, 1997 and 2003. The Contracting Authority requires that all information made available to the preferred Mentor in the course of this project be treated in strict confidence unless indicated otherwise in particular instances.

A copy of the Freedom of Information Code of Practice is available on the Contracting Authority's website <https://www.westmeathcoco.ie/en/ourservices/yourcouncil/datatransparencyfreedomofinformation/freedomofinformation/>

(v) 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”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time. Further information on the Contracting Authority's and LEO Westmeath's Data Protection policies and requirements are available at <https://www.westmeathcoco.ie/en/ourservices/yourcouncil/datatransparencyfreedomofinformation/>

The Contracting 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 Applicant in response to this Request to Participate.

The Applicant, as Controller in respect of any Personal Data provided by it in its Application, is required to confirm by way of statement that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Applicant have consented to the processing of such Personal Data by the Applicant, the Contracting Authority, the Evaluation Team and the Supplier/Contractor/service Provider of the etenders.gov.ie website, for the purposes of the participation of the Applicant in this procurement process or that the Applicant otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this procurement process.