

REQUEST TO PARTICIPATE IN A CONSULTANT PANEL

Instructions Document

Scope of Panel	Creation of a Panel to deliver the Lean for Business (part of All In A Days Work) Programme for Leitrim Local Enterprise Office clients
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Procedure	Panel
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Applications will be accepted throughout the lifecycle of the Panel at any stage from 1st May 2025.

Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
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Format for Application	Completion of Response Questionnaire sent to leoprocurement@leitrimcoco.ie
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Duration	3 years commencing 1 st May 2025
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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.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

The Contracting Authority has provided a Response Questionnaire as a separate document for Applicants to use in preparing their response. This document and format **MUST** be used.

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 Leitrim 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

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

Further information is available on our corporate website <http://www.leitrimcoco.ie/eng/>

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

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

Log on to:

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

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 Consultants for the Local Enterprise Office in Leitrim County Council to deliver the Lean for Business programme.

The proposed consultancy and related services are set out under Appendix I of this document.

2.2 Detailed Specification of Requirements under the Panel

LEO Leitrim Consultant 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 consultant contributes independent, informed observation and advice to aid decision making. Management Development Consultancy is specifically required in the areas of Lean for Business.

Please refer to Appendix I for Specification of Requirements

Applications are invited from competent persons with relevant experience, expertise and qualifications pertaining to 3 programmes which are set out as detailed in in Appendix I.

2.3 Contract Management

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

2.4 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 incomplete.

2.5 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.

2.6 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.

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 of consultants to deliver The Lean for Business Programme.

Interested parties are required to complete and submit the Response Questionnaire provided – see Appendix II and III.

Admission to the panel will be subject to the Applicant passing all the Pass/Fail Criteria set out in 3.7 below.

Inclusion on the Panel does not constitute a contract and the Contracting Authority cannot guarantee that work will be awarded to any member of the Panel.

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 Response Questionnaire, matching the specific needs of a client.
- (ii) Where the nominated consultant is not available due to existing commitments then LEO Leitrim will allocate the assignment to the next most appropriate consultant, based on their experience and level of training contained within the Response Questionnaire.

3.3 Duration of the Panel

The Panel will be for a maximum period of three (3) years from 1st of May 2025. The Contracting Authority confirms that the period of any contracts awarded under the Panel may extend beyond the date of expiry of the agreement.

It is anticipated the Panel will commence on 1st of May 2025 with an initial “Period of Validity” of three (3) years from establishment.

3.4 Estimated Value of the Panel

It is estimated that the overall spend under this Panel will be in the region of up to €210,000 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.

3.5 Rates of Pay

Please note the daily rate maximum (including expenses etc.) is €900 (excluding VAT).

The rate quoted shall be fully inclusive of all costs and expenses incurred 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).

Lean for Business Programme:

The duration of each assignment will be decided by the Local Enterprise Office based on the terms of each individual programme and the needs of the client, however typically each assignment will consist of up to a maximum 5.5 days (or the equivalent) in-house or online consultancy. Payment will be on a pro-rata basis for any assignments consisting of less than one day.

All assignments must be completed within a timeframe agreed with the Local Enterprise Office but in any event within a maximum of 6 months and if they are not, then the remaining sessions will be forfeited, and all relevant documents must be furnished to LEO Leitrim.

Reports and claims will need to be provided to LEO Leitrim in soft copy within two weeks of the completion of the assignment.

3.6 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. 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 Leitrim).

3.7. Qualification Criteria

Only applicants passing all the Pass/Fail Criteria set out below will be admitted to the panel. Applicants are invited to complete the Response Questionnaire that is appended. The Pass/ Fail Criteria are set out in the table below:

REF	PASS/FAIL CRITERIA	PASS REQUIREMENT
Appendix II	Applicant summary	Applicants must complete this section.
Appendix II	Tax compliance	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 Leitrim. A copy of the active policy must be forwarded to leo procurement at each renewal during the term of the panel.
Appendix II	Insurance	
Appendix II	Declaration Re: Personal Circumstances	
Appendix II	Declaration Re: Statutory Obligations	
Appendix III	Manpower and skills	Applicants must demonstrate access (for each panel category that the Applicant is applying for) to at least one expert with the requisite skills required to undertake work related to the services outlined in Appendix I.
Appendix III	Declaration Re: Specific Requirements	Applicants must declare that they meet specific requirements for.
Appendix III	Previous experience	Applicants must demonstrate the successful delivery of three comparable contracts/projects indicating relevant experience for the services outlined in Appendix I. These contracts/projects must have been delivered in the past three years and must clearly demonstrate relevant previous experience.
Appendix III	Daily rate(s)	Applicants to provide details of daily rate(s).

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.

4.0 INSTRUCTIONS FOR APPLICANTS

(a) Submission of Applications

Tenderers must observe the following:

- Tenderers must complete the questionnaire provided in **Appendix II** and **Appendix III** in order to participate in this competition (**no other tender format will be accepted and may mean disqualification**).
- All supporting documentation requested including CVs of proposed service delivery personnel must be submitted with the application
- A digital copy of the tender must be submitted by email **ONLY** to Leitrim LEO at leoprocurement@leitrimcoco.ie.

Applications submitted by any other means (including but not limited to by fax, post or hand delivery) will **not** be accepted.

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

(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.

(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 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.

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) Letter of Regret
- c) Decision not to proceed with the establishment of a 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.

(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.

A decision on what information can be released under the relevant Freedom of Information legislation is the sole prerogative of the Contracting Authority.

A copy of the Freedom of Information Code of Practice is available on the Contracting Authority's website <http://www.leitrimcoco.ie/eng/>

(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.

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.