



OPEN PROCEDURE
CALL FOR TENDER
MULTI-PARTY FRAMEWORK AGREEMENT
Local Enterprise Office Tipperary

Title of Tender	Establishment of a Multi-Party Framework for the provision of Mentoring services to support capability of Micro and SME business clients of Tipperary LEO throughout Co Tipperary.
Number on Framework	Maximum number of members on individual Lots has been specified in section 2
Scope of the Framework	
Tipperary Local Enterprise Office (LEO) seeks tenders for the following Lots: • General Business Advice • Financial Management • Financial Projections & Microfinance & Business Advice Clinics • Social Media & Digital Marketing • Sales & Marketing • Website / Website Management • Innovation & Technology • Human Resources • Production & Manufacturing Processes(including AI solutions) • Food & Drink Business • Intellectual Property / Legal • Procurement • International Trade	
Open Procedure - EU Level	
eTender ID	8510599
Issue Date	As published on eTenders
Closing Date for Queries	As published on eTenders
Closing Date for Tender Submissions	As published on eTenders
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only

Please note that information relating to this Call for Tender, 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.

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Tipperary County Council acting on behalf of Tipperary Local Enterprise Office (LEO), herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website www.tipperarycoco.ie

1.2. Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 GENERAL INFORMATION & REQUIREMENTS

Tipperary County Council on behalf of Tipperary Local Enterprise Office (LEO) proposes to engage in a competitive process for the establishment of a multi-party framework agreement, for the provision of mentoring services to SME & Micro business clients of Tipperary.

Mentoring assignments for up to the next 4-year period (depending on extensions) will be provided by the successful tenderers appointed to the Framework under the specified Lots. The Framework Agreement relates to the provision of Mentoring Services for the Tipperary Local Enterprise Office across Thirteen (13) individual lots as outlined under section 2.2 of this CFT.

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

The role of the mentor is to share wisdom gained from experience and learning. The mentor's principal function is to listen and to ask questions. They 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. Mentors are not encouraged to solve the problems for the client, rather to help clients develop the capability to solve their own problems. Mentors do not carry out the work on behalf of the client but can be a source of guidance and advice for them. The mentor may offer advice and opinion, but the mentor is not a consultant. Responsibility for decision-making rests solely with the client.

Each mentor assignment will be made in accordance with detail as set out in section 2.5 however the Local Enterprise Office Tipperary reserve the right for assignments to assigned to the most suitable tenderer available in the relevant Lot for the particular assignment on the basis of their expertise as set out in their Application and most suitable to the individual client's needs.

Mentors may have established their own business and / or may have worked in a specific business-related industry or service. We will require mentors with specialist skills and sectoral knowledge for specialised / sector specific client engagements. Given the wide range of activities Tipperary Local Enterprise Office intends to establish a Multi Party Framework to cater for these activities as follows.

There are a total of Thirteen (13) lots for which candidates can apply for a maximum of Five (5) Lots.

Lot	Maximum Number of Participants per Lot
Lot 1 General Business Advice	15
Lot 2 Financial Management	10
Lot 3 Financial Projections & Microfinance & Business Advice Clinics	10
Lot 4 Social Media & Digital Marketing	10
Lot 5 Sales and Marketing	10
Lot 6 Website / Website Management	10
Lot 7 Innovation & Technology	10
Lot 8 Human Resources	10
Lot 9 Production & Manufacturing Processes (including AI solutions)	10
Lot 10 Food & Drink Business	10
Lot 11 Intellectual Property / Legal	5
Lot 12 Procurement	5
Lot 13 International Trade	5

While Tenderers can apply for up to Five (5) Lots we will cap the amount of Lots that a tenderer

can be successful in to a maximum of 4 Lots. This is ensure that LEO Tipperary can provide a resilience to supply of potential mentors, encourage SME participation in line with our objectives of supporting Micro and Small Enterprises and avoid over reliance on one supplier.

2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-party framework agreement. The Framework Agreement will be established as a multi operator framework and will operate with a maximum number of economic operators per specified Lot as set out in detail under section 2. Thereafter contracts will be awarded in accordance with the rules contained herein.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

2.2 Detailed Scope of Requirements under the Framework

The contracting authority is proposing to engage in a competitive process for the establishment of a multi-party framework agreement, for the provision of mentoring services to SME & Micro business clients of Tipperary LEO under the following Lots. The delivery of mentoring is aimed at increasing the capability of our Micro & SME enterprise clients throughout Co Tipperary.

It is expected that the individuals approved as mentors by Tipperary LEO 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, Co Pilot and Outlook
- Mentoring/Coaching skills i.e.
 - Empathy
 - Listening without judging
 - Challenging
 - Questioning
 - Supporting

Please see below the list and detailed info of Lots and the sub lots within each Lot

Lot 1 General Business Advice			
Idea Generation		Health & Safety	
Start Up fundamentals		GDPR	
Business Planning / Management for SME's		Merchandising	
Growth / Expansion for SME's		Succession Planning	
Idea Generation		Health & Safety	
Craft Business Start Up/Growth		Tourism Business Start Up/Growth	
Business Management		Business Expansion Processes	
Developing a Business Plan		Retail Business Start Up Growth	
Social Enterprise General		Social Enterprise Governance	
Social Enterprise Funding		Pitching/Presentation/Communication Skills	

Lot 2 Financial Management			
Basic Book Keeping- manual & digital		Accounting software	
Sources of Funding		Costing/Pricing	

Taxation & VAT		Revenue Services	
Financial Management / Cashflow		Credit Control	
Succession Planning		Pitching for Investment / Borrowing	
Other (please state)			

Lot 3 Financial Projections, Microfinance & Business Advice Clinics

Financial Projections- Preparation of Cashflow. P&L accounts and Balance Sheets for funding applications		Preparing Microfinance Ireland (MFI) applications and associated paperwork	
Business Advice Clinics- Full Day Clinics		Business Advice Clinics General Business Advice Assignments with basic guidance & next steps	

Lot 4 Social Media & Digital Marketing

Social Media Platforms for SME's		Digital Marketing Platforms for SME's	
Digital Planning & Management		SEO & Analytics	
Podcasting		Online Marketing Tools	
AI for Social Media and Digital Marketing		Content Creation	
Linking Website to social media		Website health checks	
Online Marketing Videos		Other (please state)	

Lot 5 Sales and Marketing

Sales & Marketing		Strategic Planning	
Market Research		Branding	
Marketing on a Budget		Marketing for Export Market	
Online Sales		Market Entry/Route to Market	
Packaging		Trade Show Preparation	
Merchandising		Other (please state)	

Lot 6 Website / Website Management

Website Development		Bespoke or Off the Shelf	
Website Maintenance		Website Reviews	
eCommerce		Digital Planning	
SEO & Analytics		Cyber Security	
Shopify		WordPress	
AI tools		Other (please state)	

Lot 7 Innovation & Technology

Product Design / Development		Artificial Intelligence solutions for Micro & SME's	
Prototype Design / Development		Software Product development	
Software / App Development		Concept to Commercialisation	
Agri Tech Design /Development		Other (please state)	

Lot 8 Human Resources

Interviewing & Recruitment		Basic Employment Law	
Performance Management		Employee Motivation	
Employee Retention		Basic Terms & Conditions/Contract	
Other (please state)			

Lot 9 Production & Manufacturing Processes (including AI solutions)

Agri Tech Design /Development		Product Development and Design	
Quality Control / Management		Product Prototype development	
Supply Chain Management		Digitalisation	
Product / Process Improvement		AI solutions for production/Manufacturing	
Food Production		Other (please state)	

Lot 10 Food & Drink Business

Start Up Food Business (Set up &		Regulation & Legislation	
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Legislation)			
Product Testing/Shelf Life		Branding	
Labelling & Packaging		Import/Export	
Distribution Home & Abroad		Other (please state)	

Lot 11 Intellectual Property/Legal			
Patents		Copyright	
Trademarks		Licensing	
Intellectual Property		MVP readiness/Commercialisation	
GDPR		Other (please state)	

Lot 12 Procurement			
Using eTenders for SME & Micro business		Green Public Procurement	
Public Sector Contracts		General Procurement	
Understanding Public Procurement Processes			

Lot 13 International Trade			
Growth Strategy		Strategic Planning	
New Market Development / Route to Market		Exporting Procedures (i.e., tariffs, customs, HS classification, VAT status, customs documentation etc.)	
Importing Procedures (i.e., tariffs, customs, HS classification, VAT status, customs documentation etc.)		Customs Procedures / Regulations	
Import/Export Potential		Operations & Logistics	
Cross Border Trading		Distribution	

2.2.1 Mentoring Competencies:

Candidates are requested to select competencies from the provided list and customise their responses accordingly, ensuring that their qualifications and experience are matched to the identified competencies. **Tenderers are required to complete and submit the relevant information under Tender Response Document (TRD) for each Lot applied for.**

Qualified Mentors are invited to tender. Tenderers should:

- Demonstrate their understanding of the Micro & SME sector and should show that their mentoring proposals are practically based and aimed specifically at these Micro and SME sectors.
- Demonstrate their ability to deal with small business start-ups, developing businesses, business owners, managers etc.

2.2.2 Delivery of Services:

Mentors will be expected to provide mentor sessions and/or in-person, by telephone or through online portals. LEO Tipperary may request that the initial and/or final session takes place in person.

2.2.3 Costs

One-to-one mentoring services rates set by Enterprise Ireland and are payable at a maximum of €58* per hour (*subject to National Rate) plus VAT (if applicable). Other services (including Business Advice Clinics) are payable at a maximum of €58* plus VAT (if applicable) (*subject to National Rate) per hour depending on the volume and scope of the work involved.

Those admitted to the framework may, from time to time, propose new and innovative areas of mentoring which would be of interest to LEO Tipperary and if approved and meeting client needs, LEO Tipperary reserves the right to appoint the firm directly to deliver the programme on the basis the programme may be unique to one of the service providers.

Note: Travel is to be carried out in the mentor's own time.

2.2.4 Business Advice Clinics (Lot 3)

These can be regular initial enquiry calls to assist those who are starting out in business or who have an existing business.

This includes clients looking for basic information, assessing the needs of clients with general queries that may be referred to the business advisors for additional supports. Please note that from time to time, this activity may require up to 7 hours to provide one-to-one business advice in 1 hour time slots (including 15 mins prep and report time), for several different clients (normally 6 per day).

2.2.5 Guidance for Applicants

Applicants should apply only for Lots and sub-lots where they have relevant, current, and demonstrable experience in providing mentoring support to micro and small enterprises.

Applicants must clearly indicate the Lot(s) and related sub-lot(s) for which they are applying and should only select sub-lots where they are competent to deliver mentoring services to a professional standard. Over-selection of sub-lots without supported experience may result in exclusion from the Panel.

The lists of sub-lots under each Lot are indicative and non-exhaustive and are intended to provide guidance on the range of mentoring supports that may be required by Tipperary LEO

Any queries you have **MUST be communicated through the messaging option provided on eTenders.**

The Tender Response Document (TRD) is divided into two sections.

1. PART A: Which only needs to be completed ONCE and will apply irrespective of the number of Lots up to a maximum of Five (5) that you are applying for.
2. PART B: A separate Part B document needs to be completed for EACH Lot up to a maximum of five (5) Lots that you are applying for.

While Tenderers can apply for up to five (5) Lots we will cap the number of Lots that a tenderer can be successful into a maximum of four (4) Lots. This is to ensure that LEO Tipperary can provide a resilience to supply of potential mentors, encourage SME participation in line with our objectives of supporting Micro and Small Enterprises and avoid over reliance on one supplier.

All mentors (including those on current panel) must submit a tender in order to be considered for future engagements. Applicants should demonstrate their understanding of the Micro / Small Business sector and should show that their proposals are practically based and aimed specifically at this sector. They should also demonstrate their ability to deal with, pre-startups, small business start-ups, developing businesses, business owners, managers etc.

2.2.6 Additional / Call-Off Contracts under the Framework

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Call for Tender.

2.3 Duration of the Framework Agreement

The framework agreement will be for period of 2 years, with the option of extending the framework by two 12-month periods. A maximum of 2 extension periods and a maximum framework duration of 4 years maximum in total.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs.

2.4 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €100,000 (One

Hundred Thousand Euro) per annum or €600,000 (Six hundred thousand euro) excluding VAT throughout its lifetime (4 years).

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

2.5 Awarding Contracts under the Framework Agreement

Contracts and mentoring assignments awarded under this Multi-Party Framework Agreement will be awarded by Direct Invitation only. Mini competitions will not be used.

The Direct Invitation method will be used having regard to the nature of the services required, the individual needs of LEO clients, the relevant Lot and sub-lot competencies, mentor availability, suitability of expertise, sectoral experience, geographic considerations where relevant, and the need to ensure that opportunities are distributed fairly across the framework members over the lifetime of the Framework.

Admission to the Framework does not guarantee any minimum level of work or expenditure.

2.5.1 Direct Invitation Method

Tipperary Local Enterprise Office reserves the right to directly award mentoring assignments to an appointed framework member under the relevant Lot without conducting a mini-competition.

In selecting a framework member for an assignment, Tipperary LEO will consider the specific requirements of the client and the mentoring support required, including the mentor's declared competencies, experience, availability, capacity, previous allocation of assignments, and any potential conflict of interest.

The Direct Invitation method will be operated in a fair, transparent and proportionate manner. Tipperary LEO will maintain appropriate records of assignments made under the Framework, including the basis for selecting the mentor for each assignment. The Contracting Authority will seek, insofar as practicable, to ensure that framework members are given equitable opportunities to deliver assignments during the lifetime of the Framework, subject always to client needs, mentor suitability, availability, performance and the requirements of the particular assignment.

2.6 Right to tender outside of the Framework

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

2.7 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Multi Party Framework Agreement Terms & Conditions.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers.

2.8 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the

tender validity period.

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next most suitable tenderer emerging from the process.

2.9 Contract Management

The Contracting Authority requires tenderers to nominate a named point of contact for the duration of the framework. This person will be responsible for the satisfactory delivery of the mentoring services required and, in the case of individual mentors or sole traders, may be the mentor themselves. The duties of the named point of contact will include the following:

- 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
- Deal with disputes, complaints or concerns that cannot be adequately resolved
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings

Mentors/Trainers will report to the Head of Tipperary LEO or his/her designate, and will provide a detailed report upon assignment completion which will include a comprehensive report outlining work completed, dates, hours worked, tasks completed, outputs, and any further information that may be required in keeping with the delivery of the role.

The preparation of these timesheets and reports will ordinarily be undertaken in the mentor's/trainer's own time. Payment will be subject to receipt of the completed time sheet and report. Mentors shall not invest directly (or indirectly through any kind of investment vehicle or intermediary) in any enterprise participating in the Mentoring Programme.

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

3 SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

3.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 4.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

3.2 Relying on the Standing of Other Entities

Small and Medium Enterprises (SMEs) are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

3.3 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.
Declarations
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document. • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.
Financial (Pass/Fail)

Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €2.6 million • Professional Indemnity - €500,000

Previous Contracts / Experience (Pass/Fail)

For all Lots, Tenderers must provide information clearly demonstrating successful delivery of three (3) previous comparable contracts/experience within the 36 months (3 years) prior to the closing date for this competition, involving the features defined in the TRD.

Tenderers should provide brief examples of mentoring delivered.

If possible examples should cover mentoring provided to different sub sectors of the micro and SME sector. Eg retail, manufacturing, food, craft, services, software They must outline how this contract is comparable with the subject matter of the contract being tendered. Contract Examples must be of similar size and scale to the proposed framework, and demonstrate experience with the target audience.

(Standard clients of Tipperary LEO are micro enterprises with 1-10 employees with turnover < €2million.).

4 AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A		Weighting	Maximum Marks	Minimum Marks Required 70%
		70%	7,000	4,900
Title	Expertise/Experience/Qualifications			
Description	Desired (but not essential) 2+ years' experience working with Micro & SME businesses. 2+ years' experience coaching/mentoring Micro & SME businesses. Mentoring/Coaching Qualifications Tenderers are required to provide comprehensive information for each Lot you are applying for. This should clearly demonstrate their level of expertise associated with and they're ability to deliver mentoring under the specific competencies they have identified and are applying for. Ensure all provided information is directly relevant to the Lots applied for. A brief professional biography, emphasizing significant career achievements and past project contributions, tailored to the service delivery you propose.			
Criterion B		Weighting	Maximum Marks	Minimum Marks – 70%
		25%	2,500	1,750
Title	Methodology for Delivery & management of the service- All Lots			
Description	Tenderers must describe how their expertise, relevant to the Lot applied for, can support micro/small enterprises. Tenderers must provide a comprehensive response detailing (but not limited) to the following: • How Tenderers expertise will enable small businesses to plan, start, sustain or grow their business. • Motivation for mentoring small enterprises/ entrepreneurs and any further details that demonstrate the level and quality of service required. • Tenderers are required to submit a concise proposed contract management plan which clearly and comprehensively sets out the methodology by which, from an operational perspective, the Tenderer proposes to perform, manage, and deliver the contract in accordance with the required services as outlined in the CFT			

Criterion C		Weighting	Maximum Marks	Minimum Marks – 70%
		5%	500	350
Title	Environmental & Sustainability(GPP)			
Description	Tenderers must provide a clear statement detailing the measures and commitments in place, or proposed, to ensure that the delivery of services is environmentally sound and socially responsible. Page limit: 1 X A4 page			

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

4.1 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	An outstanding response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – <90%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – fully supported.
70 – <80%	Very good	A very good response demonstrating very good understanding offering assurance to client – strongly supported.
65 – <70%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
60 – <65%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 60% is unacceptable		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

4.2 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

4.3 Verification

Award of contract/membership of the framework may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

4.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's

concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

4.5 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework and the award of any contract.

5 INSTRUCTIONS FOR TENDERERS

5.1 Submission of Tenders

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

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

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

5.2 Closing date for Tenders

The closing date for tender submission	As per etenders
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

5.3 Queries

The closing date for submitting queries	As per etenders
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All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

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

5.4 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

5.1 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 6 months is required, this period commencing on the closing date by which the Tenders are to be returned.

5.2 Discrepancies between Documents

A pdf version of the Call for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

5.3 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

5.4 Collusive Tendering

If any Tendering Party 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 Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

5.5 Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers 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 Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

5.6 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

Tenderers 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.

5.7 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

5.8 Change in the composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the tender was critical to the tenderer meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

5.9 Interference and Inducement to Purchase

Any effort by the tenderer 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 tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject- matter in any applicable jurisdiction, shall be applicable.

5.10 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed

in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

5.11 Publicity

Tenderers 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 tender/agreement 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 email, 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 agreement.

5.12 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one provider.

The invitation to tender is issued in good faith; however, 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.

5.13 Notification of Tender Evaluations

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of the Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

5.14 Award Notices

Following the conclusion of the framework, an award notice will be dispatched to eTenders announcing the results of the competition.

5.15 Policy on Personal Debriefings

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

5.16 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. 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 tenderer).

5.17 Brand Names, etc.

Please note in relation to this tender document; 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 accompanied by the words "or equivalent".

5.18 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. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

5.19 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of contracts under the framework agreement.

5.20 Currency and Payments

The currency in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT, with the applicable rate of VAT clearly indicated.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

5.21 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

5.22 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

5.23 Accessibility / Dignity at Work

The successful tenderer(s) 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 Call for Tenders

/ quotations 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.

5.24 Withholding Tax

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 (0) 67 63400).

5.25 Freedom of Information

All responses to this Call for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this Call for Tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

5.26 Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

5.27 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 Tenderer in response to this Call for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

5.28 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.