



CALL FOR TENDER

Multi – Party Framework Agreement

Multi-Party Framework Agreement for Digital for Business Consultancy Services for Fingal County Council and Dublin City Council Local Enterprise Offices. FCC156-26

Procedure:	Open Procedure in accordance with Directive 2014/24/EU, as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016
Issue Date	As per etenders
Closing Date for Queries	As per etenders
Closing Date for Tender Submissions	As per etenders
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Format for submission of tenders	Tender Post-box facility on www.etenders.gov.ie

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.

The Contracting Authority has provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

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Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of 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 these documents, or for the information contained in these documents 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 company has any authority to give or make any representation or warranty, express 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.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

1. About the Contracting Authority

1.1 The Contracting Authority

Fingal County Council (FCC), herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Fingal County Council is the Local Authority for the administrative county of Fingal. Fingal is located to the north of Dublin City and is also bordered by South County Dublin, Meath and Kildare, and to the east by the Irish Sea. The county covers an area of c. 448 sq. km. Fingal has a population of 329,218 making it the third most populous local authority area in the country. Fingal's significant economic advantages includes Dublin Airport, fast access to Dublin Port, rail, road, power and telecommunications infrastructure and the availability of serviced and unserviced land for development.

Local Authorities are the closest and most accessible form of Government to citizens. They have responsibility for delivery of a wide range of services in their local area with a focus on making cities, towns and countryside attractive places to live, work and invest. These services generally include housing; planning; infrastructure; environmental protection; and the provision of recreation and amenities and community infrastructure. Local Authorities also play a key role in supporting economic development and enterprise at a local level.

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

1.2 Local Enterprise Office

The Contracting Authority is carrying out this procurement on behalf of Fingal Local Enterprise Office and Dublin City Local Enterprise Office. Both Local Enterprise Offices promote and support the development of micro and small enterprises within their respective administrative areas, including businesses seeking to develop their digital capabilities and strategy.

Local Enterprise Offices serve as a 'first stop shop', providing entrepreneurs in their administrative area with advice on growing a small business, high-quality business training and financial support.

1.3 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 into the framework.

1.4 Climate Action, Sustainable Procurement and Energy Management

Fingal County Council has signed the Climate Action Charter for Local Authorities, an action of the Government's Climate Action Plan, committing the local authority to actions around climate change. In this regard, Fingal County Council will ensure that policies and practices that lead us towards low carbon pathways, ask suppliers as part of the procurement process to provide information on their carbon footprint and on the sustainability practices and steps they plan to reduce its impact and implement green public procurement strategy and procedures across all business areas.

It should be noted that Fingal County Council is committed to promoting and supporting innovative and environmentally sustainable practices and endeavours to ensure their inclusion in all contracts.

The Contracting Authority has been accredited with ISO 50001 Energy Management. Accordingly, the contracting authority will establish and implement criteria for evaluating energy performance over the planned or expected operating lifetime, when procuring energy using products, equipment and services which are expected to have a significant impact on its energy performance.

When procuring energy using products, equipment and services that have, or can have, an impact on Significant Energy Users, the contracting authority shall inform suppliers that energy performance is one of the evaluation criteria for procurement.

Where applicable, the contracting authority will define and communicate specifications for ensuring the energy performance of procured equipment and services.

2. Scope of Framework Agreement

2.1 Overview of the Requirement/ Type of Framework

Fingal County Council proposes to engage in a competitive process for the establishment of a Multi-Party Framework Agreement for the provision of Digital for Business consultancy services, or equivalent digital business support services, on behalf of Fingal County Council and Dublin City Council Local Enterprise Offices.

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.

In the context of a multi-party framework agreement, contracts will be awarded in accordance with the process outlined herein.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of services from a particular Economic Operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

2.2 Scope of Requirements

The Framework Agreement will be established for the provision of consultancy services under the Digital for Business Programme, or any equivalent or successor digital business support programme, on behalf of Fingal County Council and Dublin City Council Local Enterprise Offices.

The purpose of the Framework Agreement is to appoint suitably qualified and experienced digital business consultants to support micro-enterprises and small and medium-sized enterprises in assessing, planning and implementing practical digital improvements to their business operations for the purpose of competitiveness and efficiency.

Services may include, but are not limited to:

- undertaking digital maturity assessments and diagnostics
- identifying business process, productivity and technology gaps
- preparing practical digital adoption plans and roadmaps
- advising on the selection and implementation of appropriate digital tools and systems
- supporting business owners/managers in the implementation of digital change
- providing guidance on digital productivity, automation, cybersecurity, data, cloud-based systems, e-commerce, CRM, online booking/payment systems, workflow tools, AI-enabled productivity tools and other relevant digital solutions
- establishing baseline measures and KPIs
- preparing initial and final reports in accordance with programme requirements
- signposting clients to relevant Local Enterprise Office, Enterprise Ireland or other business supports, where appropriate.

Assignments are expected to be short, focused interventions, typically involving 1 to 3 consultancy days per client assignment, delivered over an indicative 8 to 12 week period. Delivery may involve a combination of on-site, online and hybrid engagement, depending on the needs of the client and the requirements of the relevant Local Enterprise Office.

The fixed daily rate payable is €900 excluding VAT. For the purposes of this Agreement, one consultancy day shall comprise of 8 hours of consultancy input, excluding travel time, unless otherwise agreed in writing by the relevant Local Enterprise Office. Assignments may be agreed on a full-day, half-day or other proportionate basis, as specified in the relevant Call-Off Request, email instruction or purchase order. Payment shall be made only in respect of the consultancy time approved by the Local

Enterprise Office and following submission of the required reports/outputs

Consultants will be required to produce clear, practical and client-focused outputs, including, at a minimum, an initial assessment/report and a final report setting out the work undertaken, dates and duration of engagement, agreed targets, progress made, outcomes achieved and recommendations for next steps.

The Contracting Authority reserves the right to amend the delivery model, assignment duration, reporting templates, programme title or programme requirements during the lifetime of the Framework Agreement to reflect changes in national, regional or local enterprise support programmes.

Individual Consultant Requirements

Each Tenderer must propose the named consultant or consultants who will deliver the services under the Framework Agreement. The assessment of capacity and quality will be based on the named individual(s) proposed. Substitution of named consultants during the lifetime of the Framework Agreement will not be permitted without the prior written approval of the Contracting Authority, and any proposed replacement must be of equal or greater quality, experience and expertise.

Essential Requirements

Each named consultant must demonstrate the following minimum skills and experience:

- a minimum of 5 years' relevant consultancy experience delivering assignments to micro-enterprises, small businesses and/or SMEs
- a minimum of 5 years' management, commercial or business advisory experience working in or with small businesses
- the ability to assess digital maturity, current-state business processes and technology use
- the ability to identify practical digital improvement opportunities aligned to business goals, productivity, competitiveness, cash flow and time-to-value
- experience preparing digital adoption plans or roadmaps, including sequencing, dependencies, indicative costs, responsibilities and implementation priorities
- the ability to provide independent implementation guidance and coaching, rather than product sales or supplier-led advice
- strong workshop, facilitation, communication and stakeholder management skills
- the ability to define KPIs, establish a baseline and measure improvement outcomes
- the ability to produce clear initial and final reports within required timelines
- the ability to manage multiple client assignments and meet service standards, including response and reporting deadlines
- competence in using Microsoft Word, Excel, PowerPoint and Outlook, or equivalent tools, and the ability to operate effectively in a hybrid delivery environment
- an understanding of the Local Enterprise Office and Enterprise Ireland business support ecosystem
- the ability to comply with confidentiality, conflict of interest and professional conduct requirements.

Each named consultant must also demonstrate competence in at least three of the following digitalisation areas, together with the ability to integrate advice across other areas where relevant to the client's needs:

- e-commerce software
- CRM software
- online booking, payment or appointment systems
- job tracking or field service management software
- order management or stock control software
- industry-specific cloud SaaS software

- workflow or field management software
- electronic invoicing or electronic signature software
- standard office productivity software
- cybersecurity software and baseline controls
- cloud-based accounting or payroll software
- 3D modelling software
- analytics software, including appropriate AI-enabled tools
- training and/or IT configuration.

Desirable Requirements

In addition to the essential requirements above, the following information may be used when assessing the suitability of a named consultant for individual assignments under the Framework Agreement. This information will not be separately scored as part of the initial tender evaluation:

- end-to-end digital change delivery, including requirements gathering, vendor selection, configuration, rollout, training and adoption
- cloud readiness, cloud migration or modern workplace implementation
- cybersecurity and data protection advice appropriate to small businesses, including practical baseline controls such as backup, multi-factor authentication and device management
- data quality improvement, dashboards, analytics and management reporting
- website, e-commerce, online booking, payment systems or digital marketing performance improvement
- automation, low-code tools and lightweight system integrations suitable for SMEs
- IoT, connectivity, sensor-based or manufacturing/service automation solutions
- practical AI use-cases for SMEs, with appropriate governance, risk and data protection considerations
- design and delivery of short, practical training sessions or “train the trainer” materials for SME clients.

Information to be Provided for Each Named Consultant

Tenderers must provide the information specified below for each named consultant proposed. Tenderers should note that the information will be used for different purposes as follows:

A. Selection Criteria — Pass/Fail Assessment

The following information will be assessed on a pass/fail basis under Section 4.3 — Professional and Technical Ability:

- a CV setting out the named consultant’s relevant qualifications, professional experience and skills profile, limited to a maximum of two A4 pages and
- details of two relevant digital consultancy assignments completed within the last five years, in accordance with the Previous Experience requirements set out in Section 4.3.

Failure to satisfy the minimum Selection Criteria requirements will result in the Tender being deemed inadmissible.

B. Award Criteria — Scored Assessment

Tenderers must provide separate responses to the scored Award Criteria in the Tender Response Document.

The following information will be evaluated and scored under the Award Criteria B to F:

- the proposed approach to delivering Digital for Business consultancy assignments
- the proposed digital diagnostic, roadmap and implementation approach

- client engagement, reporting and programme management arrangements
- understanding of SME digital needs and Local Enterprise Office supports and
- environmental considerations.

Information provided solely in response to the Selection Criteria will not automatically be taken into account when scoring the Award Criteria. Tenderers must provide a complete response under each relevant Award Criterion.

C. Information for Operation of the Framework and Allocation of Assignments

Tenderers must also provide the following information for each named consultant:

- a statement identifying the consultant's primary and secondary areas of digital expertise, including a mapping of their competence against the digitalisation areas set out in this section.
- confirmation of the consultant's availability and capacity to undertake assignments.
- confirmation of the consultant's ability to comply with the required response times, client contact and reporting standards and
- details of any sectoral or specialist areas of knowledge relevant to micro-enterprises and SMEs.

This information will not be separately scored as an Award Criterion. It may, however, be retained and used by the Contracting Authority when assessing the suitability of Framework Members for individual assignments under the cascade drawdown procedure set out in Section 3.4.

Professional Standards and Conflicts of Interest

Consultants appointed to the Framework Agreement will be required to act independently and in the best interests of the client business and the relevant Local Enterprise Office.

Consultants must not use assignments under this Framework Agreement to promote, sell or secure commercial arrangements for their own products, services or third-party solutions, unless expressly approved in writing by the Contracting Authority.

Consultants must comply with all confidentiality and conflict of interest requirements. A consultant must not enter into a commercial arrangement with a client company during an assignment, or for a period of 12 months following completion of the assignment, without the prior written consent of the Contracting Authority.

LEO Consultants - Maximum Fees

The daily consultancy rate payable under the Framework Agreement is fixed at €900 excluding VAT. The fixed rate is inclusive of all travel, subsistence, out-of-pocket expenses and all other foreseeable costs associated with delivery of the services. Tenderers must confirm their acceptance of this fixed rate and must not submit a higher or lower alternative rate. The fixed daily rate will remain in place for the duration of the framework agreement. However, the Local Enterprise Office/Head of the Local Enterprise Office reserves the right to review the rates of pay over the lifetime of the framework subject to market conditions/ economic changes.

The Local Enterprise Office Fingal and Dublin City will pay the Consultant on receipt of a payment claim form (based on the fixed daily rate) and the submission of satisfactory reports as required.

Professional Services Withholding Tax will apply.

The framework members must produce and maintain a current Tax Clearance Certificate throughout the lifetime of the framework.

2.3 Details of contracts under the Framework

There is no guarantee that any contracts or assignments will be awarded under the Framework Agreement, but where they arise, the Contracting Authority may consult the member of the framework agreement in accordance with the scope and rules of operation outlined in this Call for Tender.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

2.4 Contract Management

The Contracting Authority requires Tenderers to nominate a dedicated Contract Manager who will act as the main point of contact for the duration of the Framework Agreement and any contracts awarded thereunder.

The Contract Manager shall have appropriate authority to deal with all matters relating to the Framework Agreement and individual contracts awarded under it and shall be responsible for overseeing the satisfactory delivery of the services required.

The duties of the Contract Manager will include, but are not limited to, the following:

- maintaining a good working relationship with the Contracting Authority
- acting as the main point of contact for day-to-day contract management matters
- providing regular reports on performance, as agreed with the Contracting Authority
- attending meetings, as and when required, to review performance and service delivery
- dealing with disputes, complaints or concerns that cannot be adequately resolved at operational level
- proactively engaging with the Contracting Authority on ways to improve service delivery, efficiency, value for money and client outcomes.

Tenderers should note that all contract management requirements must be accounted for within the tendered rates/fees. No separate or additional charge will be payable in respect of contract management unless expressly agreed in writing by the Contracting Authority.

2.5 Health and Safety

Evidence of compliance with all relevant Safety Health & Welfare at Work legislation will be required as condition of contract award. Tenderers must address all Health & Safety matters to meet the requirements including the provision of a safety statement / method statement where required. Tenderers are not required to submit these documents at this time however they will be subject to Award of Contract.

3. Establishment and Operation of The Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. 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.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-operator framework agreement with Fifteen (15) operators, subject to that number being deemed successful following the tender process.

3.2 Duration of the Framework Agreement

The framework agreement will be for a maximum period of four (4) years, subject to satisfactory performance, business needs and budgetary constraints.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed €3,000,000 (excluding VAT).

The fixed daily rate is €900 excluding VAT, inclusive of all travel, subsistence and other foreseeable expenses.

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

3.4 Awarding Contracts under the Framework Agreement

Suitability Assessment and Cascade Allocation

When a requirement arises, the Contracting Authority will identify the Framework Member whose named consultant is most suitably matched to the specific digital requirement and the needs of the client business.

In assessing suitability, the Contracting Authority may consider:

- the named consultant's digital expertise and specialist capability relevant to the assignment
- the consultant's sectoral and subject-matter knowledge relevant to the client business
- the alignment of the consultant's skills with the identified digital requirement, including areas such as e-commerce, CRM, online booking and payment systems, workflow tools, cybersecurity, cloud-based systems, data and analytics, automation, AI or other relevant digital solutions.
- the consultant's capacity and availability to deliver the assignment within the required timeframe and
- the Framework Member's ability to meet the required client engagement, reporting and service delivery standards.

The assessment will be based on the information provided by Framework Members as part of their original tender submission and any updated information on availability or capacity requested by the Contracting Authority.

The Framework Member considered to be the most suitably matched to the requirement will be invited to accept the assignment. Where that Framework Member is unable to undertake the assignment,

including due to availability or capacity, the Contracting Authority will proceed to the next most suitably matched Framework Member, and so on, until the assignment is allocated.

This cascade process is intended to ensure that each assignment is allocated, insofar as possible, to the Framework Member whose named consultant is best suited to the particular digital requirement and client need.

The information used in the suitability assessment will not be rescored at drawdown stage.

3.5 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.

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions. Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission.

3.7 Award to Runner Up

If a successful Tenderer is unable or unwilling to enter into the Framework Agreement during the Tender Validity Period, the Contracting Authority reserves the right to offer the available place on the Framework Agreement to the next highest-scoring admissible Tenderer, subject to the maximum number of Framework Members specified in Section 3.1.

3.8 Termination of Framework/Contract

The Contracting Authority reserves the right to terminate the Framework Agreement and/or any contract awarded under it in accordance with the provisions of the Framework Agreement and applicable contract terms and conditions.

4. 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 tenderer's 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.

In the event that Tenderers have previously been involved in providing these services for the Contracting Authority, they should not assume that the Contracting Authority is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tenderers to ensure their tender response is complete and includes all relevant information.

4.1 Relying on the Standing of Other Entities

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 contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.2 General, Financial and Legal Requirements

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e., it must not be a document that has been scanned as an image or protected against search. The criteria and rules outlined below are assessed on a **pass/fail basis**.

Failure to comply with the requirements will result in your tender being considered inadmissible.

General
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. European Single Procurement Document Under the 2014 Directives, Tenderers may have compiled an ESPD which will be accepted as evidence of compliance with the corresponding sections of the Tender Response Document (TRD). By completing Part IV (a) of the ESPD titled: Global Indication for all Selection Criteria, Tenderers will be taken to declare that they meet the standards set for all selection criteria. However, the Contracting Authority requires evidence relating to Technical and Professional Capability. Mere confirmation will not be sufficient under these headings. Supporting documentation should be provided promptly upon request from the Contracting Authority.

Admission to the Framework Agreement will be conditional upon identified Tenderers providing evidence of self-declared information to the Contracting Authority if requested. Failure to provide appropriate evidence within the timeframe specified by the Contracting Authority will result in the Tenderer being deemed inadmissible for admission to the Framework Agreement.

Legal Compliance

Complete the Declaration of Bona Fides as per Art 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 as contained in the Tender Response Document.

Complete the Declaration regarding their 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.

Complete the Declaration on Article 5k regarding EU Regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine as contained in the Tender Response Document.

Financial

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 - €6.5 million
- Professional Indemnity - €1.0 million

Please note that in the case of an individual sole trader Employer's Liability is not required, however in the case of a sole trader with employees or a company with employees it will be necessary.

In the case of Employer's Liability and Public Liability Insurances an indemnity to Principals clause must be included. Insurances provided must be authorised for this jurisdiction.

The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) Immediately advise the Contracting Authority of any material change to its insured status;
- (b) Produce proof of current premiums paid upon request;
- (c) Produce valid certificates of insurance upon request.

4.3 Professional and Technical Ability

Tenderers are required to provide information on the following in the **Tender Response Document**. Tenders must ensure that the document submitted is text searchable i.e., it must not be a document that has been scanned as an image or protected against search. The criteria and rules outlined below are assessed on a **pass/fail basis**. Failure to comply with the requirements will result in your tender being considered inadmissible.

Previous Experience - This criterion is a Selection Criterion and will be assessed on a pass/fail basis only. It will not be scored as part of the Award Criteria.

Tenderers must demonstrate that the named consultant proposed for delivery has relevant previous experience in providing digital consultancy, digital transformation, digital adoption or related business advisory services to micro-enterprises, small businesses and/or SMEs.

Tenderers must provide details of two relevant assignments completed within the last five years, including:

- client/sector
- nature and scope of the assignment
- digital tools, systems or processes addressed
- role of the named consultant
- duration of the assignment
- outcomes achieved.

To achieve a Pass, the Tenderer must demonstrate, to the satisfaction of the Contracting Authority, that the named consultant has sufficient relevant experience to deliver the services required under the Framework Agreement.

A Fail will apply where the Tenderer does not provide the required examples, or where the examples provided do not demonstrate relevant experience appropriate to the scope of this competition.

The Contracting Authority reserves the right to contact referees and/or otherwise verify the information provided in respect of previous experience.

Note: Information provided under this criterion may also be retained for verification and for reference when assessing the relevance of a named consultant's sectoral or subject-matter expertise for individual assignments under the Framework Agreement. However, the Previous Experience criterion itself will be assessed solely on a pass/fail basis.

5. 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. Tenderers are required to provide responses in the Tender Response Document. Tenders must ensure that the document submitted is text searchable i.e. it must not be a document that has been scanned as an image or protected against search.

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with/met and their approach to the proposed delivery of the services. A mere affirmative statement by the Tenderer that it can/will do so, or a reiteration of the tender requirements is NOT sufficient in this regard.

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

Responses submitted under the Selection Criteria will not automatically be considered when scoring the Award Criteria. Tenderers must provide a complete and self-contained response under each Award Criterion. The Award Criteria will be evaluated and scored solely in accordance with the requirements and weightings set out below.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
Cost / Acceptance of Fixed Daily Rate	5%	500	N/A
Description	Tenderers must confirm acceptance of the fixed daily rate of €900 excluding VAT, inclusive of all travel, subsistence, out-of-pocket expenses and all other foreseeable costs associated with the delivery of the services. Tenderers who accept the fixed rate and comply with the pricing requirements will be awarded the full marks available under this criterion. Tenderers who do not accept the fixed rate, or who qualify or amend the pricing requirement, may be deemed non-compliant and excluded from further consideration.		
Criterion B	Weighting	Maximum Marks	Minimum Marks Required
Proposed Approach to Delivery of Digital for Business Assignments	35%	3,500	2,100
Description	Tenderers must describe their proposed approach to delivering Digital for Business consultancy assignments, including how they will engage with client businesses, assess current digital maturity, identify business needs, prioritise practical digital improvement opportunities and support clients in progressing agreed actions within the timeframe of the programme.		

Criterion C	Weighting	Maximum Marks	Minimum Marks Required
Quality of Digital Diagnostic, Roadmap and Implementation Approach	25%	2,500	1,500
Description	Tenderers must describe how they will prepare clear, practical and client-focused outputs, including the initial diagnostic, digital adoption roadmap and final recommendations. Responses should explain how recommendations will be prioritised, how implementation risks and dependencies will be identified, and how clients will be supported to make informed decisions on appropriate digital tools and solutions.		
Criterion D	Weighting	Maximum Marks	Minimum Marks Required
Client Engagement, Reporting and Programme Management	10%	1,000	600
Description	Tenderers must describe how assignments will be managed from initial contact through to completion, including availability, response times, hybrid delivery, stakeholder engagement, progress tracking, KPI measurement, reporting timelines and communication with the relevant Local Enterprise Office.		
Criterion E	Weighting	Maximum Marks	Minimum Marks Required
Understanding of SME Digital Needs and LEO Supports	15%	1,500	900
Description	Tenderers must demonstrate their understanding of the practical digital challenges faced by micro-enterprises and SMEs, including affordability, capacity, skills, cybersecurity, data protection, implementation risks and change management. Responses should also demonstrate how clients may be appropriately signposted to relevant Local Enterprise Office, Enterprise Ireland or other business supports.		

Criterion F	Weighting	Maximum Marks	Minimum Marks Required
Environmental Considerations	10%	1,000	600
Description	Tenderers must outline how environmental considerations will be incorporated into the delivery of the services. Responses may include measures such as minimising unnecessary travel through appropriate online or hybrid delivery, reducing paper-based documentation, using electronic reporting and communication tools, promoting efficient digital practices, and considering sustainability where relevant in advice provided to client businesses.		

Notes:

- Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above.
- Tenderers must achieve a minimum mark of 60% in the qualitative criteria Nos B - F.

Methodology for Calculating Scoring of Qualitative Criteria

Scoring Range	Description
90 - 100%	Excellent response with very few or no weaknesses and exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - <90%	A very good response that demonstrates real understanding and fully meets the requirements and significant assurance that the Tenderer will deliver to a very high standard.
70% - <80%	A good response that demonstrates appropriate understanding and fully meets the requirements and appropriate assurance that the Tenderer will deliver to high standard.
60% - <70%	A satisfactory response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard.
Below 60%	Less than 60% is unacceptable and considered ineligible from further consideration.

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

5.3 Clarification / Verification Meetings

Award of contract/Framework Agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the named consultant(s) proposed for admission to the Framework Agreement 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.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

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 award of any contract.

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.

6. Instructions to Tenderers

6.1 Submission of Tenders

Tenders must be submitted via the electronic post-box facility available on www.etenders.gov.ie only.

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 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.

Tenders must be submitted in English.

Tender responses where possible should be uploaded as a single PDF document. Where excess size does not permit the uploading of a single document, tenderers may split their response into two or more documents as follows;

1. Tender Response Document (TRD);
2. Appendices Document;
3. Additional Information Document;

All documents uploaded must be clearly titled and referenced accordingly in the Tender Response Document.

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 you must click "Submit Response". After submitting, tenderers can still modify and re-send their response up until 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.

6.2 Closing date for Tenders

The closing date for tenders	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.

6.3 Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent you from submitting a comprehensive tender. Please submit your query as soon as possible.

The closing date for queries	As per etenders
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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.

6.4 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.

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.

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 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.

6.7 Amendment of Tender Documentation

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.

6.8 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 Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

The distribution of the tender documents is for the sole purpose of replying to this RFT only. The distribution does not grant permission or licence to use the documents for any other purpose. They may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority. Tenderers or any third parties (including subcontractors) engaged or consulted by the Tenderer are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

6.10 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. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. 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.

6.11 Freedom of Information Acts & Access to Information on the Environmental Regulations

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, European Communities (Access to Information on the Environment) Regulations 2007 to 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. 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, European Communities (Access to Information on the Environment) Regulations 2007 to 2014, EU and Irish Government Procurement Procedures. 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.

6.12 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 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.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.13 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract/framework agreement, 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 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 agreement.

6.14 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret which will contain the following information – name of successful Tenderers designated for admission to the Framework Agreement, the applicable standstill period; scores of the Tenderer in question and the score/ranking of the successful Tenderers designated for admission to the Framework Agreement, where applicable; features and characteristics of successful tender where they scored higher marks in specific criteria. In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers (‘standstill period’).

6.15 Services Contract

Tenderers should note the terms and conditions of the Services Contract.

Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract. Tenderers may not amend the Services Contract.

6.16 Change in the Composition of a Tender

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.

6.17 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 in force shall apply.

6.18 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 service 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.

6.19 Award Notices

Following the formal conclusion of a contract/framework agreement, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.20 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.

6.21 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).

6.22 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".

6.23 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 services delivery and in materials used.

6.24 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tenderer/Tenderer's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the completed services/outputs.

7. General Information Relevant to Successful Tenderers

7.1 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 Euros (€). All prices and rates quoted should be exclusive of VAT.

Invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

7.2 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate 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: +353-67-63400).

7.3 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Environmental Legislation, 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.

7.4 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.

7.5 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 services provided to it are accessible to persons with disabilities.