



OPEN PROCEDURE

REQUEST FOR TENDER

Appointment to a Panel for the Provision of Business Advice Services to the Local Enterprise Office Wicklow

Contracting Authority	Wicklow County Council acting on behalf of Local Enterprise Office Wicklow (“LEO Wicklow”, or the “LEO”)
Scope of the Panel	
<p>LEO Wicklow’s Business Advice Programme is designed to provide information about the supports available to Start- ups and existing microenterprises, and to share wisdom gained from experience and learning. To this end LEO Wicklow will establish a Business Advisory Panel of Business Advisors.</p> <p>The role of the Business Advisor is educational. Business Advisors help the clients explore their business goals and ideas for the future and to help them realistically appraise their current situation.</p> <p>Business Advisors do not carry out the work on behalf of the client but can be a source of guidance and advice for them. The business advisor may contribute independent, informed observation and advice to aid decision making but is not a consultant.</p> <p>Responsibility for decision making rests solely with the Client.</p>	
Establishment of the Panel	
<p>Applications (or “Tenders”) to be admitted to the Panel on its establishment are invited from competent persons with relevant experience, expertise and qualifications to provide mentoring and guidance under the Business Advisory Programme</p> <p>There is no limit on the number of members that may be admitted to the Panel. However, minimum criteria will apply and not all Tenderers may be awarded a place on the panel.</p> <p>Furthermore, once the Panel is established, prospective business advisors interested in joining the Panel can submit a completed Tender Response Document by email directly to</p>	

enterprise@leo.wicklowcoco.ie at any time during the life of the Panel. The Local Enterprise Office will evaluate Tender Response Documents received once every quarter (i.e. every three months) over the life of the Panel and will appoint successful tenderers to the Panel following each evaluation process. However, in order to be appointed to the Panel as an initial Panel Member (i.e. from its Start date), Tenderers must submit a Tender Response Document, via eTenders, by the Closing Date for Tender Submissions indicated on the title page of this document.

Procedure

This procedure is run in accordance with the Light-Touch Regime (Regulations 74–77 of S.I. 284/2016)

A panel 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. While they do involve the provision of advice, the Business advisory services set out in this document are not consulting services – there are educational and mentoring services. These services are classified under Title III services and are therefore not subject to the detailed requirements for compliance with the Public Procurement Directives.

Key Dates

Issue Date	12 th January 2026
Closing Date for Queries	26 th January 2026
Closing Date for Tender Submissions	2 nd February 2026
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only, using the Tender Response Document (TRD) that accompanies this RFT.

Please note that information relating to this Request 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 closing date for completed Tender Submissions and the format for submission (above) is for administrative purposes to evaluate candidates for placement on the Panel. Those successfully placed may be under consideration for the initial tranche of work. Once the Panel is established, candidates interested in joining the Panel can apply to do so at any time during the life of the Panel.

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Wicklow County Council is the Local Authority for County Wicklow (population of almost 156,000). The Council provides a wide range of services to residents, businesses and visitors to the county. It is responsible for the social, infrastructural, cultural and economic development of Wicklow. An important part of its role supporting and developing the local economy is delivered through LEO Wicklow.

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

From its headquarters in Wicklow County Campus located at Clermont House in Rathnew, the LEO provides a range of services across Wicklow including Business Advice, Information, Training & Management Development Consultancy, Networking, Mentoring, Financial Supports and Sector Specific Supports.

LEO Wicklow's Business Advice Programme is educational. It is designed to provide information about the supports available to start-ups and existing microenterprises, and to share wisdom gained from experience and learning. Business Advisors help the clients explore their business goals and ideas for the future and to help them realistically appraise their current situation.

The Business Advisors are mentors. They do not act as consultants. They are a confidential sounding board, advising on key operational and strategic issues. Responsibility for decision-making and implementation rests solely with the client.

For more information see:

- Wicklow County Council: <https://www.wicklow.ie/>
- LEO Wicklow: <https://www.localenterprise.ie/Wicklow/>
- Local Enterprise Office: <https://www.localenterprise.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 Panel / contract.

Provision of Business Advice Services to the Local Enterprise Office Wicklow

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 enter into an Agreement with the Contracting Authority on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 SPECIFICATION OF REQUIREMENTS

2.1 Scope of Requirement

LEO Wicklow' is seeking the provision of a Business Advice Service to help support enterprise in County Wicklow.

Role Purpose:

The role of the business advisor is to provide information about the supports available to Start-ups and existing microenterprises, and to share wisdom gained from experience and learning.

They help the clients explore their business goals and ideas for the future and to help them realistically appraise their current situation.

Business Advisors primarily act as a source of guidance and advice for clients. The business advisor may offer advice and opinion, and assist with applications for supports in the enterprise ecosystem but a Business Advisor is not a management/business consultant. Rather, they are guides and mentors.

Responsibility for decision making rests solely with the Client.

2.2 Required Experience and Skills

Tenders will be assessed on the requirements for business advisor's set out below:

2.2.1 Required Core Experience:

The Business Advisor will possess some or all of the following: -

- At least three years management experience working in or with small businesses.
- Relevant experience working in an area where particular professional or technical skills may have been developed that are transferable to micro enterprise.
- Previous experience of delivering business advice to micro enterprise clients .
- Relevant third level qualifications are desirable.

2.2.2 Functional Competences:

It is expected that each person approved as a Business Advisor will possess the following functional competences:

- Good knowledge of broad issues facing Irish industry and services companies, particularly issues affecting the support and development of micro-enterprise.
- In depth knowledge of the enterprise eco-system and supports available to start ups and micro enterprises.
- Excellent administrative skills together with the ability to successfully organise and prioritise work.
- Sound judgement as well as good communication skills.
- Computer literate with knowledge of relevant applications including Word, Excel, PowerPoint and Outlook.

- Mentoring / Coaching skills including:
 - Business counselling skills
 - Business planning
 - Project management
 - Business knowledge and expertise

2.2.3 Understanding of the SME sector and enterprise ecosystem:

Tenderers should demonstrate their understanding of the SME sector. They should also demonstrate their ability to deal with small business start-ups, developing businesses, business owners, managers etc.

Tenderers should also have demonstrable familiarity with LEO supports offered through programmes such as the Business Advice Programme delivery for micro-enterprises. This can be demonstrated through experience delivering equivalent programmes on behalf of Local Enterprise Offices, or equivalent business support bodies.

2.3 Business Advice Programme

Typically, a business advice assignment involves a 3-hour clinic provided on a weekly basis taking place in the LEO Wicklow office, off-site at a location in County Wicklow, or remotely (either on-line or via telephone). Each clinic generally comprises individual one-hour sessions with clients, during the day and evenings, with additional sessions of any nature scheduled as required.

The Business Advice Programme is subject to client needs and budgetary constraints. Individual business advisor performance will be continually monitored over the term of the contract. Quality of service will be the main criteria for measuring performance. LEO Wicklow will assess regular feedback from LEO clients. The successful tenderer shall ensure the quality of service is of the highest order including satisfaction rankings and adherence to the code of conduct.

Business Advice sessions may be delivered face to face in venues booked and paid for by the Contracting Authority throughout County Wicklow (and details of same will be advised to the Business Advisor). However, the service is increasingly delivered remotely either on-line or via telephone. The Advisor will be responsible for providing the online platform/ telephone to be used when delivery is online.

2.3.1 Reporting

The Business Advisor shall provide the LEO with an electronic written/typed report after each clinic unless otherwise agreed.

2.3.2 Client Confidentiality

The LEO requires that all information made available to the Business Advisor during all assignments allocated to them over the course of this Panel be treated in strict confidence unless indicated otherwise in particular instances.

2.3.3 Equal Opportunities

The Business Advisor shall also ensure that neither they nor any of their agents shall commit any act that would constitute direct or indirect discrimination against any person on the grounds of sex, marital status, race, colour, creed, nationality or ethnic origin, religious beliefs,

family status, sexual orientation, membership of the Traveller community, disability or any other ground that would constitute discrimination.

The successful Tenderer shall agree to carry out any specific actions in relation to Equal Opportunities as may already form part of the service provision proposal.

2.3.4 Availability to the LEO and other 3rd party Stakeholders

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

2.3.5 Payment for Services

A fixed fee applies to all services provided under this Panel.

Points to Note:

- A current Tax Clearance Cert must be furnished in order to effect payment.
- A Business Advisor must have Professional Indemnity Insurance, as set out in paragraph 4.1 of this RFT.
- The assignments' work can be ad-hoc, with the timeline on some assignments spread over a couple of months, but must be closed within 6 months, at the end of each visit a report template is provided which needs to be furnished with the invoice for payment. Client evaluation is required for each assignment.

Assignments (Clinics): A pro rata rate of €174 per clinic, calculated at €58 per hour for clinics typically comprising up to three individual one hour sessions with clients, excluding travel time, shall be available to Business Advisors for each visit related to an assignment, with additional hourly sessions scheduled as required by the LEO for its clients.

- The above rate is excluding VAT and is subject to Professional Services Withholding Tax, where applicable.
- The above rate may vary depending on Enterprise Ireland agreed rates.

Please note that the rate specified above is set centrally by Enterprise Ireland, and it is subject to change. Business Advisors will be paid according to current rate prevailing at the time of the clinic/assignment.

A schedule of payments will be agreed with successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority. Subsistence will not be paid for Business Advisor assignments or clinics.

2.4 Contract Management

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

- Have the overall responsibility for a good working relationship with the Contracting Authority.
- Provide regular reports on performance as agreed with the Contracting Authority.
- Meet as and when required to review and examine performance.

- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

2.4.1 Service Response Times

Successful tenders are required to meet the following response times to ensure quality of service to clients and enable efficient management of the business advice programme.

- Confirm availability for assignments within two (2) working days electronically.
- Make initial contact with clients within two (2) working days once allocated an assignment.
- Issue reports electronically to LEO Wicklow within five (5) working days of completing an assignment. Invoices to be issued electronically as per agreed payment schedule.

2.5 Conditions of Appointment to the Business Advice Panel

The Business Advisor will provide mentoring in accordance with the terms of this Agreement for the clients selected by the relevant Local Enterprise Offices within Wicklow County Council (i.e. the LEO).

The proposal/tender from the Business Advisor, together with any clarification(s), agreement(s) or other documentation relating thereto at any time prior to the completion of the services, including all costs agreed between the LEO and the Business Advisor shall be an integral part of the agreement.

The Business Advisor acknowledges that he/she will carry out the services in accordance with this agreement in a manner acceptable to the LEO.

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

The LEO may from time to time with the consent of the Business Advisor amend or vary the programme in writing. Such amendments and/or variations shall become part of this agreement and shall be binding on the parties thereto.

However, this agreement shall not be deemed or construed to be modified, amended, rescinded or waived in whole or in part except by written amendment by the parties hereto. For the avoidance of doubt, the term "written" shall include e-mails and similar electronic communications, but not information communicated verbally.

3 SCOPE OF THE PANEL

3.1 Type of Panel

The Contracting Authority proposes to engage in a competitive process for the establishment of a Panel of Business Advisors (mentors) for the Local Enterprise Office in Wicklow County Council.

There are no restrictions on the number of advisors that may be members of the Panel. Assignments/contracts will be awarded in accordance with the rules contained herein.

A panel 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. Mentoring services are classified under Title III services and are therefore not subject to the detailed requirements for compliance with the Public Procurement Directives.

3.2 Scope of Requirements under the Panel

3.2.1 The Scope of the Panel

The scope of services to be provided under the panel are set in Section 2.1 and Section 2.3 of this document.

3.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Closing date for Receipt of Tenders	As specified on title page
Award decision	End of February, 2026
Panel Agreement Commencement	Start of March, 2026

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

3.4 Numbers admitted to the Panel

There is no limit on the number of members that may be admitted to the Panel. However, minimum criteria will apply and not all Tenderers may be awarded a place on the panel.

Furthermore, once the Panel is established, prospective mentors interested in joining the Panel can submit a completed Tender Response Document directly to the LEO at any time during the life of the Panel. However, in order to be considered for the first tranche of contracts,

Tenderers should submit a Tender Response Document, via eTenders, by the Closing Date for Tender Submissions indicated on the title page of this document.

3.5 Duration of the Panel

The Panel will be for an initial period of 36 months. The Contracting Authority may extend the Term for a period or periods of up to twelve (12) months with a maximum of one (1) such extension or extensions on the same terms and conditions. The Term will not exceed four (4) years in aggregate.

The Contracting Authority confirms that the period of any assignments (contracts) awarded under the Panel may extend beyond the date of expiry of the Panel.

Typical assignment duration is set out in Section 2.3.1 of this document.

3.6 Estimated Value for the Panel

It is envisaged that maximum aggregate spend under this Panel will not exceed €200,000 excluding VAT. This is based on current annual expenditure for these services of approximately €30,000 and €40,000. Tenderers should note that these figures relate to total expenditure – that is, across all Panel members.

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

The likely value of assignments (contracts) to be awarded under the Panel was set out in Section 2.3.5. The rates paid to Business Advisors are set centrally by Enterprise Ireland, and it is subject to change.

3.7 Assigning Advisors under the Panel

Please note the following preliminaries:

- This Panel is at all times subject to the availability of funding.
- Qualifying for membership of the Business Advice Panel does not constitute a guarantee that the Business Advisor will be allocated a specific number of advisory assignments, if any. It is the intention of LEO Wicklow to provide a wide range of expertise to businesses and as a result the panel can consist of a number of Business Advisors. Awards will depend on the prioritising of clients' specific needs and preferences.
- In order to be considered for membership of the Business Advice Panel, the Tender Response Document must be completed and returned to the Local Enterprise Office.
- Admission to the panel will be conditional upon the successful candidates agreeing to the terms and conditions of the Panel and which include requirements for the successful Candidates to provide a current Tax Clearance Certificate and Professional Indemnity Insurance. The criteria for admission to the panel will be subject to the candidate passing the relevant pass/fail selection criteria in Section 4 and achieving the minimum score or higher in the weighted selection criteria in Section 5 as detailed in this document.

Clinics will be assigned by the LEO taking into account:

- Relevant experience and skills (by reference to the Panel members original tender submission)
- Availability to meet delivery time

On this basis the most appropriate Panel member will be approached and offered the assignment, where they are not in a position to fulfil the requirement the next appropriate Panel will be contacted and offered the assignment.

Candidates who canvass clients to request them as a Business Advisor will be excluded from the Panel.

3.8 Right to tender outside of the Panel

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

3.9 Compliance with the Terms and Conditions of the Panel

Admission to the Panel will be conditional upon acceptance of the Contracting Authority's Terms and Conditions as appended at the relevant Appendix.

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.

In addition, tenderers should review the Contract Terms and Conditions which will apply to each discrete assignment under the Panel, as appended at the relevant Appendix.

4 SELECTION CRITERIA

The Contracting Authority is using a procedure in accordance with the Light-Touch Regime (Regulations 74–77 of S.I. 284/2016) for admission to this Panel. 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.

Relying on the Standing of Other Entities

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.

Please refer to section 1.2 for further details.

4.1 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	
<ul style="list-style-type: none"> • 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. • Confirm acceptance of assignment fees. 	
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.
Turnover	Tenderers must meet or exceed the specified minimum turnover per annum of €20,000 (excluding VAT) for each of the three most recent financial years.

	<p>Note 1: In the case of the Tenderer being a grouping, this condition may be satisfied by the group members, or by reliance on the lead Tenderer. Where group members are relying on the lead Tenderer's financial capacity, self-declaration / evidence will only be required of the lead.</p> <p>Note 2: In the case of firms more recently established evidence of pro-rata turnover will suffice.</p>
Insurance	<p>Confirmation of the following insurances being in place:</p> <ul style="list-style-type: none"> • Employer's Liability - €13 million • Public Liability - €6.5 million • Professional Indemnity - €1 million <p>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 it will be necessary.</p>

4.2 Technical Capacity 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.

Previous Contracts / Experience
<p>Tenderers must provide details of three (3) reference contracts delivered during the three previous years which demonstrate, to the satisfaction of the Contracting Authority, the Tenderer's experience in successfully delivering of a comparable nature and scale, i.e. equivalent Business Advice Clinic services to micro-enterprises.</p> <p>Tenderers should note that the reference contract examples put forward must demonstrate:</p> <ul style="list-style-type: none"> • The successful delivery of business advice to micro enterprise clients on behalf of the Local Enterprise Offices, or another business support body. • Relevant experience working in an area where professional or technical skills may have been developed that are transferable to micro enterprise. • Good knowledge of broad issues facing Irish industry and services companies, particularly issues affecting the support and development of micro-enterprise. • In depth knowledge of the enterprise eco-system and supports available to start ups and micro enterprises.

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.

Admission to the Panel will be awarded taking into account the following award criteria and weightings.

Please note that the maximum marks available is 1,000.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	70%	700	350
Title	Technical Merit and Experience		
Description	<p>Part 1. Tenderers must provide comprehensive CV(s) for the Business Advisor(s) who will deliver the service, focusing on the competencies required, and the relevant skills, expertise and sectoral experience of the Advisor(s) including any experience with the target market (pre- start-ups/SME's/ Entrepreneurs). The CVs must demonstrate the following experience:</p> <ul style="list-style-type: none"> a. At least three years' management experience working in/or with micro/small businesses. b. Relevant experience working in an area where particular professional or technical skills may have been developed that are transferable to micro enterprise. c. At least two years previous experience of delivering business advice to micro enterprise clients on behalf of bodies like LEO Wicklow (ideally this experience will be with LEOs, but equivalent business support bodies are also acceptable). <ul style="list-style-type: none"> • The CV should explicitly identify relevant programmes delivered by the individual, the support body on whose behalf they were delivered, a description of the scope, how long the programme was delivered for and the number of clients the services were delivered to in that period. d. Relevant third level qualifications are desirable. Include any qualifications, certifications and training the individual has undertaken. e. Computer literacy with good knowledge of Word, Excel, and commonly used email and digital communication platforms. <p style="text-align: right;"><i>(600 marks)</i></p>		

	<p>Part 2. Tenderers must describe their understanding of the SME sector and enterprise ecosystem, and set out their how they propose to advise small business start-ups, developing businesses, business owners, managers etc. The response should contain insights and examples that illustrate that the proposed business advisor(s) possess:</p> <ul style="list-style-type: none"> • Good knowledge of broad issues facing Irish industry and services companies, particularly issues affecting the support and development of micro-enterprise. • Excellent administrative skills together with the ability to successfully organise and prioritise work • In depth knowledge of the enterprise eco-system and supports available to start ups and micro enterprises. • Sound judgement as well as good communication skills. • Mentoring / Coaching skills including: <ul style="list-style-type: none"> ○ Business counselling skills ○ Business planning ○ Project management ○ Business knowledge and expertise <p style="text-align: right;"><i>(100 marks)</i></p>		
Criterion B	Weighting	Maximum Marks	Minimum Marks Required
	25%	250	125
Title	Effective Planning & Communication		
Description	<p>Tenderers must describe how they will prepare for and deliver their assignments. In particular, tenderers must set out their communications plan with all internal and external parties. This should include details of tenderers proposed response times to LEO Wicklow (and Wicklow County Council) requests.</p> <p>Tenderers should include but are not limited to the following elements in their response:</p> <ul style="list-style-type: none"> • Scheduling and actively engaging and managing client booking process, complying with timelines and terms and conditions of LEO Wicklow once the online booking has been made, as set out in part 2.4.1 of this RFT • Identify any risks or issues that might impact their ability to deliver the services, e.g. availability, along with your proposed risk/issue mitigation strategies. 		

	<ul style="list-style-type: none"> • Consultative approach to be taken with LEO Wicklow and Wicklow County Council staff. • Tenderers must be available to meet clients face-to-face at LEO agreed venues and deliver the service remotely either online or via telephone if required. Confirmation of both face-to-face and remote engagement must be provided. • Tenderers must describe how they will ensure that their service is delivered to the level and quality of service required. In this response they are expected to demonstrate their <i>ability to organise and prioritise work, and provide the necessary reports and follow-ups</i>. This should include but is not limited to: <ul style="list-style-type: none"> • Response times to queries • LEO reporting format and frequency • Provision of transparent and accurate billing in a timely manner • The proposal should include details of the person who will be the overall point of contact for the contract with LEO Wicklow and Wicklow County Council. • Escalation procedure for resolving any issues that arise between them and LEO Wicklow/ Wicklow County Council 		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	05%	50	25
Title	Environmental Management & Sustainability		
Description	Tenderers must set out their approach to delivering the services in an environmentally sustainable way. Tenderers should provide specific examples of initiatives they have undertaken in their own business and supply chain, together with the results/impact.		

NOTE: 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.

5.1 Methodology for Calculating Scoring of Award Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable.		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.

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

5.2 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.

5.3 Verification

Award of contract/membership of the Panel may be subject to attendance at a verification meeting. It would be essential that the key personnel assigned to this Panel 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.

5.4 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 Panel and prior to the award of any assignments.

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox 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 postbox, 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.

6.2 Closing date for Tenders

The closing date for tender submission:	as specified on the title page
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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

The closing date for submitting queries:	as specified on the title page
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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.

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.

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 Request 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 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.

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

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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 Panel / Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Panel.

6.18 Award Notices

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

6.19 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.

6.20 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).

6.21 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".

6.22 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.

6.23 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 Panel.

6.24 Currency and Payments

The currency in which payments under the contract will be paid, shall be Euro (€).

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.

6.25 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.

6.26 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.

6.27 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 request 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.

6.28 Withholding Tax

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 (0) 67 63400).

6.29 Freedom of Information

All responses to this Request 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 request 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.

6.30 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.

6.31 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 Request 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.

6.32 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.