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Oifig Fiontair Áitiúil
 Local Enterprise Office

OPEN PROCEDURE
REQUEST FOR TENDER
Appointment to a Panel for the Provision of Mentoring 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 Mentor Programme is designed to match the knowledge, skills, insights and entrepreneurial capability of experienced business practitioners with entrepreneurs, small business owner/managers who need practical and strategic advice and guidance. The mentor contributes independent, informed observation and advice to aid decision making.</p> <p>Applications (or “Tenders”) are invited from competent persons with relevant experience, expertise and qualifications to provide Mentoring across the following lots (you can tender for more than one lot):</p> <ul style="list-style-type: none"> • Lot 1 Finance • Lot 2 Early Business • Lot 3 Established Business • Lot 4 Other Business • Lot 5 Information Technology, Social Media & Digital Marketing • Lot 6 Sales and Marketing • Lot 7 HR • Lot 8 International Trade • Lot 9 Brexit • Lot 10 Green Business / Sustainability • Lot 11 Food / Drink Sector • Lot 12 Tech Sector • Lot 13 Craft /creative Sector • Lot 14 Retail Sector • Lot 15 Tourism Business • Lot 16 Content Creation Sector • Lot 17 Maritime and Renewable Energy Sector • Lot 18 Cyber Security and GDPR 	
Procedure	
Open Procedure	
Key Dates	

Issue Date	[6 February 2024]
Closing Date for Queries	[20 February 2024]
Closing Date for Tender Submissions	[27 February 2024]
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.
<p>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.</p> <p>Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.</p> <p>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.</p>	

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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, Export, sustainability and productivity supports and Sector Specific Supports.

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

Mentors may work with new, early stage or established business owners and will assist them in identifying opportunities and overcoming challenges and obstacles to growth, provide tailored advice, guidance and support required to grow their business.

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

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.

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

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

2 SPECIFICATION OF REQUIREMENTS

2.1 Scope of Requirement for Mentors under the Panel

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

Mentors may work with new, early stage or established business owners and will assist them in identifying opportunities and overcoming challenges and obstacles to growth, provide tailored advice, guidance and support required to grow their business.

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

2.1.1 Lots

Tenders are sought from suitably qualified Mentors for 18 lots set out below:

Lot 1 Finance			
Basic bookkeeping		Accounting software	
Sources of funding		Costing/Pricing structures	
Taxation/VAT		Financial Management	
Revenue Services		Other (please state)	
Lot 2 Early Business			
Idea Generation / Ideation		Value Proposition	
Validation and Market Research		Costing and Pricing	
Start Up stage			
Lot 3 Established Business			
Business Planning		Product/Service development	
Business Management		Product design	
Business Expansion Processes		LEAN for SME's	
Research & Development		Merchandising	
Resources Management		Business Model Canvas	
Commercialisation		Leadership	
Innovation / R&D / Agile Innovation Fund		Other (please state)	
Lot 4 Other Business			
Tendering For Business		Intellectual Property	
Franchising		Supply Chain Management	
Quality Management		Other (please state)	
Lot 5 Information Technology, Social Media & Digital Marketing			
Social Media for Businesses		Digital Planning & Management	
Trading Online		Digital Marketing Concepts	
IT Development/APP Development		Google Analytics	

Search Engine Optimisation		Other (please state)	
Lot 6 Sales and Marketing			
Sales		Product design	
Market research/Ideation		Branding	
Marketing		Market Entry	
Packaging			
AI		Other (please state)	
Lot 7 HR			
Interviewing & recruitment		Communication	
Employment Law		Safety & Wellness	
Employee Motivation		Other (please state)	
Performance Management			
Lot 8 International Trade			
Growth strategy		Strategic Planning	
Import/Export Potential		Managing Risk	
Logistics		Other (please state)	
Lot 9 Brexit			
Customs		Cashflow & Currency	
Supply Chain		Other Controls	
Product Certification		Other (please state)	
Lot 10 Green Business / Sustainability			
Environmental Awareness		Innovative Sustainability	
Energy conservation		Green Procurement	
Circular Economy		Social Enterprise	
Green Distribution		Other (please state)	
Lot 11 Food / Drink Sector			
Environmental Awareness		Innovative Sustainability Product Development	
Labelling and sustainable packaging		Procurement	
Distribution home & abroad		Other (please state)	
Lot 12 Tech Sector			
Intellectual Property		Commercialisation	
MVP Development		Growth strategy	
AR/VR/Robotics			
Investor readiness		Other (please state)	
Lot 13 Craft /creative Sector			
Merchandising for trade shows /pop up shops		Brand development	
Sustainable packaging		New Product development	
Marketing & Selling online		Other (please state)	
Lot 14 Retail Sector			
Merchandising		Customer Service	
Marketing & Selling online		Growth strategy	
Distribution home & abroad		Other (please state)	
Lot 15 Tourism Business			

Product validation		Customer Service	
Marketing & Selling online		Growth strategy	
Sustainable product development		Other (please state)	
Lot 16 Content Creation Sector			
Film and TV Production		Unscripted production	
Raising Finance for film		Animation	
Screen specific Legal / Co-productions		Virtual storytelling	
Distribution and streamers		Other (please state)	
Lot 17 Maritime and Renewable Energy Sector			
Maritime sector			
Offshore Renewable Energy			
Supply Chain opportunities		Other (please state)	
Lot 18 Cyber Security and GDPR			
Cyber Security			
Data Protection and GDPR		Other (please state)	

Please note: the above list is not exhaustive but indicative of topics. Tenderers are welcome to suggest a complementary topic for a given lot.

Tenderers may apply for more than one lot (there is no limit on the number of lots that tenderers may apply for). To meet client business requirements, LEO Wicklow reserves the right to add new Lots, or add new sub-categories to existing Lots, over the lifetime of this mentoring panel.”

2.2 Required Experience and Skills for Mentors

Tenderers should have deep expertise in at least some of the topics listed for each lot that they are applying for, and a good understanding of the other topics in that lot. In addition, tenders should have a reasonable understanding of wider business topics as per 2.2.3 below.

Tenderers will be assessed on the requirements for Mentors set out below:

2.2.1 Required Core Experience:

The mentor will possess some or all the following:

- At least three years’ experience working in/or with micro enterprise.
- Relevant managerial experience.
- Relevant experience working in an area where professional or technical skills may have been developed that are transferable to micro enterprise.
- Previous experience of delivering mentoring assignments to micro enterprise clients.

2.2.2 Functional Competences:

It is expected that the person approved as a LEO mentor 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

- Excellent administrative skills together with the ability to successfully organise and prioritise work
- Sound judgment as well as good communication skills
- Computer literate with knowledge of relevant applications including Word, Excel, PowerPoint and Outlook.
- Networking
- Mentoring / Coaching
- Listen, advise and provide direction without judging
- Supporting business, questioning and challenging them
- Help the business owner identify problems and suggest areas for improvement
- Discuss solutions and innovative ways of improving business activity
- Help with the decision-making process
- Share experience and knowledge
- Provide structure and context for discussion
- Offer assistance in developing business strategy & plans

2.2.3 Business Knowledge:

It is expected that the person approved as a LEO mentor will possess the some/all of the following business knowledge: -

- Leadership and management
- Business life-stages and growth strategies
- Finance for micro enterprise
- Attracting outside investment
- Targeted sales and marketing
- Expansion into new export markets
- Improved R & D, production and logistics
- Customs procedures
- Navigating the regulatory framework for micro enterprises
- Management succession
- Staff development and team building
- Intellectual Property
- Business sector specialists
- Local Enterprise Offices financial supports, programmes and activities
- State funded business supports
- Enterprise Ireland policy and strategies
- Innovation.

2.3 Mentoring Programme

The Mentor will be available to undertake a mentoring assignment in any Wicklow County Council LEO area subject to their agreement.

2.3.1 Types of Mentor Assignments

Standard Mentoring Assignments: Across all lots, standard Mentoring Assignments make up the bulk of mentoring assignments the successful Tenderers can expect to be allocated.

A maximum pro rata rate of €174 per visit (€58 per hour) lasting up to three hours excluding travel time shall be available to Mentors for each visit related to an assignment.

- The above rate is excluding VAT and is subject to Professional Services Withholding Tax. A mentoring assignment is 9 hours in length (3 visits).
- The above rate may be adjusted over the life of the Framework depending on Enterprise Ireland agreed rates.

Standard Mentoring Assignments are described below:

Standard Mentoring Assignments	
<p>Mentoring Assignment provision of one-to-one mentoring support through LEO Wicklow Mentoring Programme</p>	<p>LEO Wicklow Mentoring Programme assignments appointed on a one-to-one basis usually consists of <u>up to 9 hours</u> per assignment. (This can be extended to up to 15 hours if the need arises but only by prior permission of the LEO team.)</p> <p>This is usually broken down into 3 visits, each visit is 3 hours but can be changed to suit the client’s needs and upon agreement with the mentor. The meeting can be at the client premises or online.</p>

Specialist Mentoring Clinics: When the need arises to support multiple clients on a specific topic the LEO may also assign Mentors to deliver Specialist Mentoring Clinics.

Specialist Mentoring Clinics will typically be delivered over full days at a rate of €600 per day exclusive of VAT or pro-rata if a full day is not required – this is excluding travel. The number of clients per clinic will depend on the type of clinic being delivered.

Typical Specialist Mentoring Clinics are set out in the table below. However, this list is not exhaustive but indicative of topics, new topics may be added to this list:

Specialist Mentoring Clinics	
<p>Mentoring Clinics These can include but are not limited to Marketing, HR, Finance, Social Media, Retail, Hospitality, Remote Working, Food Advice, Tourism, Film and TV, Leadership, LEAN, GDPR, sustainability and Cyber Security, AI, IP and Patents etc</p>	<p>LEO Wicklow Mentoring Clinics are structured as scheduled 1 or 1.5 hour one to one mentoring sessions, providing targeted in-depth business information & advice (5 or 6 clients per day). These clinics will take place in the LEO Wicklow Offices in Clermont House, Rathnew or online with agreement between the client and mentor.</p>
<p>Export Clinics</p>	<p>LEO Wicklow Export Mentoring Clinics are structured as scheduled 2 hour one to one mentoring sessions, providing targeted in-depth business information & advice (3 clients per day). These clinics will take place in the LEO Wicklow Offices in Clermont House, Rathnew or online with agreement between the client and mentor.</p>

Brexit Clinics	Advice/Customs Advice	LEO Wicklow Brexit Advice Clinics may be a full day (7 hours) or half- day (3.5 hours) in duration, at which each client will meet the Brexit mentor for 1.5 hours as part of a one to one mentoring session. (5 clients per day) The Brexit business mentor will provide advice to clients who have concerns in regard to how Brexit may affect their business and will also give advice on Brexit supports available to the client from LEO and State agencies.
Facilitating Information Sessions	Group Business	LEO Wicklow may run Group Business Information Sessions where a business mentor will present to a group of clients (maximum 10) for a duration of up to 2 hours. These sessions will be specifically designed to support client groups i.e., female entrepreneurship or to support other sector specific needs as they arise.
Funding Application Mentoring		LEO Wicklow can provide pre-application support to clients who are considering making an application to the Local Enterprise Office for grant support. Individual clinics (up to 2 hours in duration) will be available to micro enterprise clients. (The clinic will accommodate 3 to 4 clients per day and sessions will be shortened or lengthened accordingly)
Trading Online (Website) Clinics		These clinics are structured as scheduled 1.5 hour one to one mentoring sessions (up to 5 clients) providing targeted advice in relation to a client's own web/ ecommerce/ digital marketing offering and advice on how to improve, enhance and achieve a better online trading position.
Misc. Assignments		Other Mentoring, consultancy assignments that may arise over the term of the panel as new initiatives are introduced like in Leadership, Development, Innovation Capability Development and New Market Development etc. Note. <u>These assignments may follow a different fee model:</u> For this type of assignment, a mini-competition may be used to seek quotes from a minimum of 3 mentors in the relevant lot(s), or if a set price is to be used a specification shall be provided to selected mentors to confirm if they wish to participate and request further information from the mentor regarding the assignment(s).

2.3.2 Mentoring Visit Duration (Standard Mentoring Assignments)

Each consultation with the client is considered as being one Mentor visit and the length of each visit will be up to 3 hours duration excluding travel time.

Mentoring can take place in the client's premises, online or at a location agreed between the client and mentor.

Where appropriate a mentoring assignment may take place in the offices of the Local Enterprise Office, but prebooking of an office is required in these circumstances.

2.3.3 Reporting

The Mentor shall provide the LEO with an electronic written/typed report after each mentoring visit unless otherwise agreed. A template report will be made available prior to the first session.

2.3.4 Client Confidentiality

The LEO requires that all information made available to the Mentor during all Mentoring Assignments allocated to them over the course of this Framework Agreement be treated in strict confidence unless indicated otherwise in particular instances.

2.3.5 Equal Opportunities

The Mentor 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 mentoring proposal.

2.3.6 Availability to the LEO and other 3rd party Stakeholders

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

2.3.7 Mentor Appointments to Clients

The successful Tenderer shall not during the appointment as Mentor, accept any appointment whether as director, consultant, agent or enter into any commercial arrangement whatsoever with a business while acting as a Mentor to that business. The consent in writing must be obtained from the Head of Local Enterprise in the case of any deviation from this condition. This condition shall continue to bind for a period of 12 months after the submission date of the final mentoring report. In the event that the LEO consents, then such consent shall be conditional upon resignation as a Mentor to that business with immediate effect.

2.3.8 Payment for Mentoring

A fixed fee applies to all services provided under this Framework Agreement.

Points to Note:

- A current Tax Clearance Cert must be furnished in order to effect payment.
- A Mentor must have Professional Indemnity Insurance, asset out in paragraph 4.21 of this RFT.
- The mentoring 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.

Standard Mentoring Assignments: A maximum pro rata rate of €58 per hour or €174 per visit lasting up to three hours excluding travel time shall be available to Mentors for each visit related to an assignment.

- The above rate is excluding VAT and is subject to Professional Services Withholding Tax. A typical mentoring assignment is 9 hours in length (3 visits). This can be extended to up to 15 hours (2 additional visits) if the need arises but only by prior permission of the LEO team.
- The above rate may vary depending on Enterprise Ireland agreed rates.

Specialist Mentoring Clinics: Specialist Mentoring Clinics will be delivered over full days at a rate of €600 per day exclusive of VAT or pro-rata if a full day is not required – this is excluding travel. The number of clients per clinic will depend on the type of clinic being delivered.

- The above rate is excluding VAT and is subject to Professional Services Withholding Tax.

The LEO(Wicklow County Council) will pay the Mentor on the conclusion of the assignment/clinic and on receipt of a payment claim form and the submission of a satisfactory report. Subsistence will not be paid for mentor 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.
- Attend an information session, after the establishment of the panel, on LEO supports to ensure that correct information is provided to LEO clients.

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 mentoring programme.

- Confirm availability for assignments within one (1) working day electronically.
- Make initial contact with clients within two (2) working days once allocated an assignment.
- Issue reports and invoices to LEO Wicklow within five (5) working days of completing a mentoring assignment electronically.

2.5 Conditions of Appointment to the Mentoring panel

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

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

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

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

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

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 mentors for the Local Enterprise Offices in Wicklow County Council.

There are no restrictions on the number of mentors that may be members of the Panel. Mentoring 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. Section 2.3.1 details the specific types of mentoring assignments that may be allocated to mentors.

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	[insert details]
Panel Agreement Commencement	[insert details]

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 24 months. The Contracting Authority may extend the Term for a period or periods of up to twelve (12) months with a maximum of two (2) 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 mentoring 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 spend under this Panel will not exceed € 300,000 excluding VAT over all Lots.

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 framework was set out in Section 2.3/

3.7 Assigning Mentoring under the Panel

Please note the following preliminaries:

- This Panel is at all times subject to the availability of funding.
- Qualifying for a Panel does not constitute an award of a contract. 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 mentors. Awards will depend on the prioritising of clients' specific needs and preferences.
- In order to qualify for this Panel, the Tender Response Document must be completed and returned.
- 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.

Mentoring will be assigned by the LEO team member taking into account:

- Sectoral experience (by reference to the framework 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 mentor will be excluded from the Panel.

Also, where appropriate the Contracting Authority reserves the right to conduct a mini tender competition with a minimum of 3 Panel members capable of delivering the services (subject to that number being on the Panel). Mini competitions will be conducted in line with public procurement requirements and the contract awarded on the basis of the most suitable mentor on the skill required for the project/approach to delivery of same.

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 framework for the procurement of any requirement without reference to the Framework Member(s). Admission to 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 the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

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. 	
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: <ul style="list-style-type: none"> • Employer's Liability - €13 million

<ul style="list-style-type: none">• Public Liability - €2.6 million• Professional Indemnity - €200,000 <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
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 mentoring services for the specific Lot to which they are applying.

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 – 50%
		05%	50	25
Title	Mentoring Competencies			
Description	Tenderers must identify their competencies for the lot(s) they are applying for.			
Criterion B		Weighting	Maximum Marks	Minimum Marks – 50%
		45%	450	225
Title	Approach to Mentoring			
Description	<p>Tenderers are required to describe how their expertise, relevant to the Lot applied for, can support micro/small enterprises. Tenderers must describe how they will undertake mentoring assignments, including:</p> <ol style="list-style-type: none"> Motivation for mentoring small enterprises/ entrepreneurs How the Tender's expertise will enable small businesses to plan, start, sustain or grow their business How they will ensure that their mentoring is delivered to the level and quality of service required <p><i>Tenders are expected to demonstrate the following competencies in their responses:</i></p> <ul style="list-style-type: none"> <i>Strong presentation skills</i> <i>Ability to organise and prioritise work, and provide the necessary reports and follow-ups.</i> <i>Sound Judgement with good communication skills</i> <i>Mentoring/Coaching skills (including Empathy, Listening, Challenging/ Questioning, Supporting)</i> 			

Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	50%	500	250
Title	Mentoring Experience		
Description	<p>Tenderers must provide a CV that demonstrates the below requirements which are essential to be admitted to the framework:</p> <ul style="list-style-type: none"> a. At least two years' experience working in/or with micro/small enterprise. b. Managerial/leadership experience. c. Relevant experience (to the Lot applied for) working in an area where professional or technical skills may have been developed that are transferable to micro/small enterprise. d. At least 2 years' experience mentoring micro enterprise clients. e. Any qualifications, certifications and training they have undertaken. f. Computer literacy with good knowledge of Word, Excel, and commonly used email and digital communication platforms 		

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

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

6.18 Award Notices

Following the conclusion of the framework, 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 framework agreement.

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.