

Terms of Reference: Boosting Productivity and Competitiveness in Microfirms: An Assessment of the All-Island Enterprise Support Ecosystem

October 2026

1.0 Introduction

- 1.1** InterTradelreland, the Trade and Business Development Body, is one of six North South Implementation Bodies established under the Good Friday Agreement. It is funded by the Department of Enterprise, Tourism and Employment (DETE) in Ireland and the Department for the Economy (DfE) in Northern Ireland.
- 1.2** InterTradelreland is the only organisation that has been given responsibility by both governments to boost North-South economic cooperation to the mutual benefit of Ireland and Northern Ireland.
- 1.3** The agency's remit is to 'exchange information and coordinate work on trade, business development and related matters, in areas where the two administrations specifically agree it would be in their mutual interest.'
- 1.4** InterTradelreland achieves its legislative remit through several means, including:
- Connecting and helping businesses across the island to trade cross-border, collaborate, innovate, and attract investment.
 - Business and economic research which provides insight and foresight for policy makers and a robust evidence base to design initiatives that support businesses.
 - Collaboration with stakeholders across the island to fulfil its unique role to accelerate economic growth through identification and delivery of shared policy priorities in both jurisdictions.
- 1.5** InterTradelreland's Corporate Plan 2026 – 2028 outlines the agency's ambition:
- Leading all-island economic collaboration
 - Boosting competitiveness and productivity
 - Driving all-island trade
 - Accelerating entrepreneurship and enterprise growth
- 1.6** InterTradelreland's strategic priorities are aligned to the economic and enterprise policy priorities pursued by its Sponsor/Partner departments in areas such as digitalisation/innovation, decarbonisation, and increasing competitiveness among indigenous SMEs.



2.0 Background

- 2.1** Microfirms (businesses with fewer than 10 employees) dominate the business base across the island of Ireland, accounting for 89.3% of businesses in Northern Ireland and 92% in Ireland. At a time when policy priorities in both jurisdictions are increasingly focused on boosting the competitiveness of indigenous firms, even modest improvements in the productivity of microfirms would result in significant economy-level productivity gains.
- 2.2** However, many microfirms operate at a small scale and face unique financial and time constraints, skills gaps, regulatory complexities, and leadership challenges that limit their ability to build capability, scale, and reach new markets.
- 2.3** Microfirms can get support from many organisations, including business representative organisations, local councils, and Local Enterprise Offices. These organisations have different remits, and the supports available differ between regions. Microfirm owners often have limited time, so finding the right support among these options can be difficult.
- 2.4** Additionally, generic SME training programmes may not cater to microfirms' unique needs and constraints, while microfirms may not meet many programme eligibility criteria. Despite their potential for driving economy-level productivity gains, microfirms therefore constitute a significant, underserved portion of the island's business base.
- 2.5** This research will guide the development of InterTradelreland's future business supports and the sharing of best practice across regional enterprise networks by demonstrating where existing supports are effective, where gaps remain, and how all-island collaboration could be leveraged to increase the productivity and competitiveness of indigenous microfirms.

3.0 Objectives

- 3.1** InterTradelreland wishes to appoint a suitably qualified service provider to conduct independent research that will inform and guide future activity to strengthen support for microfirms on the island. The research will identify the key barriers preventing microbusinesses in both jurisdictions from scaling and exporting, assess how effectively current supports meet microfirms' needs, and identify gaps and opportunities for improvement. Its findings will support the development of more effective, coordinated, and consistent approaches to microfirm support across the island.
- 3.2** The service provider will:
- Map the current all-island microfirm support ecosystem in Northern Ireland and Ireland, focusing on areas of strength, unmet need, and duplication.
 - Identify the key barriers that prevent microbusinesses in both jurisdictions from scaling and exporting while evaluating the effectiveness of existing supports for addressing these challenges.



- Assess how microfirms currently engage with the enterprise support ecosystem, highlighting opportunities for new support pathways or the amendment of existing programme criteria to better meet microfirms' evolving needs.
- Propose practical, evidence-based, and implementable recommendations for how InterTradelreland can add value to the all-island microfirm support ecosystem through its unique cross-border mandate and convening role, with the aim of boosting the productivity and competitiveness of the island's microbusinesses.

3.3 This research is intended to guide InterTradelreland's future supports for microfirms and engagement with regional enterprise networks across the island. It must therefore address the following:

- Microfirm Characteristics, Needs, and Potential:
 - What factors most significantly constrain the growth and market expansion of microfirms, how do these compare to challenges affecting the wider SME base, and which of these barriers are particularly relevant to cross-border trade?
 - Which types of microfirms have realistic potential to enter or expand in the cross-border market?
- Existing Supports:
 - How do microfirms find, access, and navigate enterprise supports, and does the user journey meet their needs?
 - Where does existing provision work well, and where are there gaps in coverage, accessibility, and appropriateness? Conversely, where do microfirms encounter duplication or fragmentation in their user journey?
 - How effectively do enterprise support partners identify and refer microfirms between appropriate supports, particularly where cross-border activity could be beneficial?
- Future Activity
 - What actions should InterTradelreland prioritise in the near to medium term to strengthen support for microfirms?
 - Where can InterTradelreland add distinctive value, and what role should it play alongside partners?
 - How could enterprise support agencies across the ecosystem better collaborate to support microfirm growth and export capability?
 - What changes to existing provision, including referral mechanisms and pathways, would most effectively address the barriers identified?
 - Which engagement strategies should InterTradelreland and its partners use to reach microfirms?



- Where would new interventions be justified?

4.0 Outputs

4.1 The appointed service provider must produce a comprehensive, evidence-led research report that provides the following:

- **Assessment of microfirms' growth and export challenges**, identifying which types of microfirms have realistic potential and ambition to enter, or expand in, the cross-border market, and the characteristics that distinguish them from firms for which exporting is unlikely to be an appropriate growth route. The analysis should identify the principal barriers to growth, market expansion, and exporting, with a particular focus on the factors that prevent potentially export-ready microfirms from taking their first steps into cross-border trade, and assess the extent to which existing supports address these needs.
- **Evaluation of the existing all-island support ecosystem for microfirms**, identifying the coverage, accessibility, effectiveness, and connectivity of existing provision, as well as strengths, gaps, fragmentation, or areas of duplication.
- **Examination of how microfirms access and navigate existing supports**, including but not limited to, microfirms' awareness of supports, the accessibility of programme selection criteria, the effectiveness of referral pathways between organisations and programmes, and microfirms' experience of engaging with support providers across the island of Ireland. This must be informed by direct engagement with microfirms and providers, moving beyond desk-based research.
- **Segmentation of microfirm support needs and identification of future support pathways**, examining how needs vary by factors such as sector, business maturity, growth ambition, export readiness, and capability. This should identify where existing provision could be adapted or better connected, where new interventions may be justified, and where cross-border or all-island collaboration could add demonstrable value.
- **Clear, targeted, and actionable recommendations** that highlight how InterTradelreland can add the greatest value to the microfirm support ecosystem in light of its strategic objectives and unique cross-border mandate. Recommendations should distinguish between areas where InterTradelreland should lead, collaborate with others, influence policy or referral arrangements, or avoid duplicating existing provision, and should set out **prioritised short- and medium-term actions**, including their intended outcomes.

4.2 Interim drafts of the deliverables set out in Section 4.1 must be submitted at agreed project milestones. These staged submissions will allow InterTradelreland and the project steering group to review emerging findings, provide feedback, and ensure that individual elements of the research are sufficiently developed and aligned before they are incorporated into the full draft report. The appointed service provider will be expected to reflect agreed feedback in subsequent outputs and in the final report.

4.3 The appointed service provider will also deliver interim findings and a final presentation to



InterTradelreland's Senior Leadership Team and Board, alongside the final evidence-based report with concise executive summary.

- 4.4** The final report and executive summary documents must meet the requirements of the European Accessibility Act (EAA).

5.0 Timescale

- 5.1** This project will require a commitment of resources sufficient to allow its completion within approximately four months from the date of award. This is indicative, and well-reasoned alternative timescales will be considered.

6.0 Management Arrangements

- 6.1** The work will be supervised and managed by InterTradelreland's Strategy team, with oversight and advice provided by a project steering group comprising internal and external stakeholders.
- 6.2** The contractor may be required to present findings to InterTradelreland's Board, senior leadership, and/or stakeholders as appropriate, including a launch event.

7.0 Intellectual Property Rights

- 7.1** Copyright of all outputs produced under this contract will remain with InterTradelreland.

8.0 Payment

- 8.1** The payment schedule for the project is expected to be:
- 50% on receipt of a satisfactory draft report
 - 50% on agreement of the final report and any associated follow-on actions

9.0 GDPR

- 9.1** The Contractor must comply with the data protection legislation, the General Data Protection Regulation (GDPR) which was enacted in the UK and Ireland in May 2018.
- 9.2** InterTradelreland is the data controller for data collected and the Contractor will be the data processor and will process any and all personal data in line with instructions provided by InterTradelreland and in line with GDPR regulations. If the Contractor does not follow the regulations and determines the purpose or means of processing personal data collected in the Contract the Contractor will be considered to be the data controller for said processing.
- 9.3** Any processing of personal data will be undertaken only when the Contract is awarded. Processing will cease when the Contract is complete.



10.0 Budget and Costs

- 10.0** An estimated budget up to £80,000 (excluding VAT) is available for this project. While this is the maximum budget available, to gain a competitive advantage tenderers should price their bids accordingly. Tenderers must clearly set out their costs in **Sterling**, exclusive of VAT.

11.0 Response

- 11.1** Response to the tender should include:

- Detail of the methodology to be followed. **Tenderers must demonstrate how they will deliver each of the outputs detailed in section 4 above.** Tenderers are advised to state explicitly how their proposal will meet each of the award criteria (AC-1 to AC-7) listed in Section 12.2.
- An action plan and schedule of how the project will be undertaken along with expected deliverables and milestones.
- Details of the experience and expertise of the tenderer involved in the project (complete and return Appendix A).

- 11.2** The supplier for this research must be able to demonstrate:

- Proven capability to deliver robust, evidence-based research.
- Expertise in microfirms and enterprise support networks across the island of Ireland.
- Experience in cross-border economic research, or experience of comparable multi-agency environments.
- The ability to provide high-quality, actionable reports and recommendations.
- Capacity to engage effectively with stakeholders across both jurisdictions.

A format has been specified at Appendix A. Responses from consortia or partnerships that can meet the experience and expertise requirements are welcome.

12.0 Evaluation Criteria

- 12.1** This contract will be awarded on the basis of the Most Economically Advantageous Tender (MEAT).

- 12.2** InterTradeIreland evaluate tenders in 2 stages.

Stage 1: Fair Work Practices (PASS/FAIL)

Criterion 1

The NI Executive and Departments are committed to the delivery of high-quality public services and recognise that this is critically dependent on a workforce that is well rewarded, well-



motivated, and has access to appropriate opportunities for training and skills development. To ensure the highest standards of service quality in this contract we expect contractors to take a similarly positive approach to **fair work practices (see Annex A)**. This should include:

- clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, promoting equality of opportunity and developing a workforce which reflects characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
- support for learning and development;
- stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
- support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise, alternative arrangements to give staff an effective voice;
- a fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example, being a Living Wage Accredited Employer.

Where an Economic Operator(s) is classified and operates as a sole trader the Fair Work criteria will not apply. Tenderers should clearly evidence this in their response to the criteria.

Stage 2: Methodology and Cost

All tenderers who pass Stage 1 will have their tenders assessed against the requirements, objectives, and outputs noted in this tender document. The successful Contractor will be selected based on the following criteria:

- **Methodology and ability** to complete assignment within the required timescale (weighting 70%). See Award Criteria (AC-1-AC-7). Tenderers must address each criterion fully, so that the technical quality, rigour, clarity of approach, and stakeholder engagement strategy can be assessed. It is recommended that each criterion is explicitly and individually addressed.
- **Cost** (weighting 30%). See Quantitative Criteria (AC-8).

While every endeavour has been made to provide tenderers with an accurate description of the requirements, tenderers should form their own conclusions about the methods and resources needed to meet those requirements. InterTradeIreland cannot accept responsibility for tenderers' assessment of the requirement.

Award Criteria

Proposals must respond to each criterion separately by providing a detailed methodology that addresses the 'Requirements Specific to the Evaluation.'

Stage 1 - Fair Work Practices



Selection Criteria	Pass/Fail
<p>[SC-1] Tenderer provides evidence of their positive approach to fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract.</p> <p>Where an Economic Operator(s) is classified and operates as a sole trader the 'Fair Work Strategy' criteria will not apply. Tenderers should clearly evidence this in their response to the criteria</p>	

Stage 2 - Methodology and Cost

Qualitative Criteria (Methodology)	Weighting	Maximum Score
AC-1: Approach and methodology for assessing how the enterprise support ecosystem serves microfirms across the island of Ireland. This should include coverage, accessibility, effectiveness and connectivity of existing provision, assessed from the perspective of microfirms, and identification of strengths, gaps, fragmentation, duplication or inefficiencies where evidenced. This does not require a new comprehensive map of the ecosystem but should build on existing research where available.	5%	25
AC-2: Approach and methodology for assessing microfirms' growth and cross-border trade potential and challenges. This must include identifying which types of microfirms have realistic potential to enter or expand in the cross-border market, the barriers that prevent potentially export-ready firms from doing so (and how, if at all, these differ from those of the wider SME base), and the effectiveness of existing enterprise supports in addressing those barriers.	10%	50
AC-3: Approach and methodology for examining how microfirms find, access, and navigate existing supports, including awareness and discoverability, accessibility of eligibility and application processes, experiences of engaging with support providers, and referral and progression pathways.	10%	50
AC-4: Approach and methodology for direct engagement with microfirms, support providers, and other relevant stakeholders.	10%	50
AC-5: Approach and methodology for identifying future support pathways for different types of microfirms, including how needs vary according to factors such as sector, business maturity, growth ambition, export readiness, and capability, and for assessing where existing provision could be adapted or better connected, where new interventions may be justified, and where cross-border or all-island collaboration could add value.	10%	50



AC-6: Approach to developing clear, evidence-led, prioritised, and actionable recommendations for InterTradeIreland and ecosystem partners, including identification of where the organisation can add greatest value within the wider support ecosystem and where it should lead, collaborate, influence, or avoid duplicating existing provision. Recommendations should align with InterTradeIreland's strategic objectives and unique cross-border mandate and provide practical priorities for future activity.	20%	100
AC-7: Evaluation of the proposed delivery team's collective knowledge and experience relevant to the assignment, including expertise in microenterprise and SME support, enterprise ecosystems, programme or policy evaluation, primary research with businesses, and cross-border or comparable economic research, assessed using the format specified in Appendix A.	5%	25
Qualitative Total	70%	350

Quantitative Criteria (Cost)	Weight	Maximum Score
AC-8: Price	30%	150
Total	Weight	Maximum Score
Methodology + Cost	100%	500

Key to Scoring

To ensure consistency and equality the evaluation panel will assign scores for quality of response to the qualitative requirements using the scores and indicators below:

Score	Descriptor
0	Failed to address the criterion.
1	Poor proposal to address the criterion.
2	Limited proposal to address criterion.
3	Acceptable proposal to address the criterion.
4	Good proposal to address the criterion.
5	Excellent proposal to address the criterion.

Quantity Assessment (Price)

For those tenders passing the qualitative assessment, the following formula will be used to evaluate price.

1. Lowest price tendered will be awarded the maximum score available (150).



2. To calculate the score for the remaining prices, the following formula will be applied. The lowest tendered price divided by the tenderers price multiplied by 150.
3. Where a zero cost or “no cost” offer is made, this offer will be assigned a nominal 1 pence value for assessment purposes only.

Tenderers should note that InterTradelreland is not obliged to accept the lowest or any tender. Tenderers must respond to each criterion by providing a detailed methodology. In particular, each section must contain a method statement detailing their proposed approach to delivering on the contract requirements.

13.0 Clarification questions

- 13.1 To be submitted no later than **Friday, 13th November 2026** to tenders@intertradeireland.com

14.0 Tender submission

- 14.1 Completed responses must be received by InterTradelreland no later than **Friday, 27th November 2026**. Submit responses by email to tenders@intertradeireland.com
- 14.2 The tenderer is fully responsible for the safe and timely delivery of the tender. A tenderer will not be entitled to claim from InterTradelreland any costs or expenses which may be incurred in preparing/delivery/evaluation of their submission whether or not it is successful.



ANNEX A

WHAT GOOD FAIR WORK PRACTICE LOOKS LIKE

Good Practice examples equality of opportunity and diversity

- Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, promoting equality of opportunity and developing a workforce which reflects characteristics such as age, gender, religion or belief, race, sexual orientation and disability
- Fair Work expects employers to go beyond their legal obligations under the [Equality Act 2010](#), enhancing the protections for workers on the basis of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, and, sexual orientation.
- Employment can play a major part in addressing racial inequality. Through fair working practice, minority ethnic workers will be able to access and sustain employment commensurate with their skills, experience and/or employment goals and in working environments that are diverse and inclusive.
- Disabled people also experience discrimination and a lack of access to opportunity. We need to ensure our workplaces are not designed or operating in ways that can create barriers and exclude disabled people. Fair and equal access, and the provision of appropriate support, can greatly improve disabled people's chances, enabling access to jobs, job retention and career progression.

Good practice examples in recruitment

- Recruitment, retention and promotion processes prevent bias and barriers, e.g., 'blind' recruitment; providing any additional support/adjustments at interviews; diversity in interview panels; exit interviews are used to understand why a person is leaving.
- Workers have opportunities to influence the organisation's approach to workplace equality, including by sharing their own experiences.
- The organisation gathers data to understand its workforce diversity and has a plan in place to address under-representation.
- Governance structures are gender balanced and the organisation is working to ensure parity for minority ethnic, disabled and younger people.
- Workplace adjustments are made for disabled staff who need it, e.g., Access to Work.
- Everyone has equal access to appropriate learning & development opportunities.
- All staff have opportunities to discuss their support needs with management.
- Employers are able to provide safe spaces for workers to express their concerns and raise issues and where workers are confident that their concerns are dealt with appropriately by trained personnel.



Good examples of support for learning and development

- Effective workforce development involves employers providing opportunities for their staff at all levels of the organisation and should be a shared responsibility and shared commitment between the employer and workers.
- Everyone should be able to engage in lifelong learning.
- Learning & development is integrated in the organisation's strategic planning and workers and management jointly identify development needs and priorities, ensuring both individual and organisational needs are met.
- Regular equality and diversity training is provided for all staff.
- Learning & development opportunities are provided, and regularly reviewed, to help build the organisation's resilience and responsiveness to change.
- Formal and informal learning is offered across the workforce, relating to people's particular role and wider development.
- The organisation is committed to providing apprenticeships.

Good examples of secure employment and avoiding exploitative employment practices, including, for example, no inappropriate use of zero hours contracts

- Although there is no legal definition of a zero-hours contract, in the context of Fair Work, such a contract is one which does not guarantee any work to the individual and does not set out a minimum number of hours (whether ongoing or for a set period). An employer is likely to be using a zero-hours contract inappropriately if:
 - ❖ they offer a worker a regular pattern of work or regular number of hours but offer only a casual/zero-hours contract;
 - ❖ a worker has had no say in the zero-hours contract and actually wants a contract of employment guaranteeing a minimum number of hours;
 - ❖ they put pressure on a worker to accept the terms of a zero-hours contract (where challenged) in order to keep their job;
 - ❖ there is an expectation that workers will accept all hours offered but no reciprocal expectation that the employer will guarantee hours of work.
- Employers using zero-hours contracts should be able to credibly explain their exceptional circumstance which leads to them using such contracts and the steps they are taking to review their business model to eliminate these circumstances.
- All staff are employed on open-ended or fixed term contracts with confirmed hours and work pattern.
- All staff have a contract which accurately reflects the hours worked, guarantees a fair minimum number of hours per week and does not involve compulsory overtime.
- Staff get reasonable notice of shifts – at least 4 weeks ahead of time, and are paid for cancelled shifts within this period.
- Core and flexible staff resources are reviewed at least annually to determine if any staff on a zero-hours or minimum-hours contract can be moved to a permanent or fixed-term contract with a fixed number of hours and/or a regular pattern.
- Zero-hours contracts are not used to the detriment of workers with protected characteristics and where this is happening, the organisation is taking remedial action.
- Zero-hours contracts are not used to fill actual longer-term vacancies.



- There is a clear, published policy and process to enable someone to request a move from a zero-hour contract with guaranteed and set hours.

Good examples of workforce voice and recognition

- Effective voice is much more than having a communication channel available within an organisation. It requires a safe environment where dialogue and challenge are central to the organisational culture, are dealt with constructively, and where employee views are sought out, listened to and acted upon, and can make a difference.
- Effective voice requires workers, employers and trade unions or worker representative groups to work in partnership to make sure the right decisions are made to ensure workers are treated fairly and equitably. The co-determination of working practices is key to delivering all of the dimensions of Fair Work effectively.
- Involving trade union/employee representatives in key governance and decision-making structures.
- Recognising trade unions for the purpose of collective bargaining and encouraging membership, where this is the workforce's preferred route, and providing appropriate facility time for supporting regular engagement between union/s and members.
- Constructive dialogue between the employer, workers and where appropriate a relevant trade union/s to address workplace issues or disputes, e.g. absence management, grievance, health & safety.
- Regular surveys are carried out to understand worker views, including how well they feel effective voice is facilitated in the organisation, and are involved in agreeing and progressing improvement action.
- Appropriate collective consultation and a clear route for resolving issues at both individual and collective levels, such as through a grievance or collective disputes procedure.
- Dealing with issues/concerns which have been formally raised fairly in a timely and constructive manner and which promotes confidence that, whatever the outcome, fair processes have supported fair resolution.
- Appropriate measures are in place to support dignity in the workplace and implement zero tolerance of workplace bullying and other forms of abuse and harassment.



Provide evidence of your positive approach to fair work practices. Please describe your policies, which provide fair work practices for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract.



APPENDIX A

Service Provider Experience

NAME: POSITION:
SPECIFIC EXPERIENCE
<p>The service provider must provide evidence of knowledge of the microfirm support ecosystem and track record in conducting SME-focused, cross-border economic research of comparable scale.</p>
<p>The service provider should provide one relevant example of a research assignment completed within the last three years that demonstrates experience comparable to the requirements of this contract. The example should include, where relevant, evidence of:</p> <ul style="list-style-type: none"> • research with microfirms, SMEs, or comparable business populations; • assessment or evaluation of enterprise supports, programmes, or support ecosystems; • primary engagement with businesses and/or enterprise support organisations; • analysis across multiple organisations, regions, or jurisdictions; and • development of evidence-led recommendations for future policy, programmes or service delivery. <p>The example does not need to replicate the precise subject matter or geographic scope of this assignment but should demonstrate the service provider's ability to undertake research of comparable complexity and relevance.</p> <p>NB: Three years is defined as 3 years from the closing date stated on this tender document.</p> <p>Example 1 Client: Assignment: Date Completed: Description of Assignment and its relevance:</p>

Responses (per person) contained within this Appendix must not exceed 2 sides of an A4 page– Font size Arial 11. Nothing in excess of this page limit will be evaluated.



APPENDIX D COST SCHEDULE

TOTAL ASSIGNMENT COST

Total Assignment Cost	£
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The proposed total cost of the assignment should be stated in **£ Sterling** and should be exclusive of VAT. Expenses should be estimated below.

BREAKDOWN OF COSTS AND DAYS

Programme Activity	Name & Job Title	Daily rate	Number of Days	Cost £ (Sterling)
	Totals			

ESTIMATE OF EXPENSES

Please provide an estimate of expenses, which you anticipate will be incurred during the course of the assignment. Expenses should be included in the 'total assignment cost'.

Expense Description	Estimated Amount (£ Sterling)



APPENDIX E
VAT REGISTRATION

Part 1 or Part 2 to be completed as appropriate by the tenderer and returned at the time of tendering.

Part 1:

My/Our VAT Registration Number is _____

Signed: _____

For and on behalf of: _____

Date: _____

Part 2:

I/We are “**EXEMPT**” from VAT under the terms of the Finance Act 1972.

Signed: _____

For and on behalf of: _____

Date: _____



APPENDIX F**DECLARATION AND UNDERTAKING TO BE SIGNED BY ALL MAIN CONTRACTORS, NOMINATED SUB-CONTRACTORS OR CONSULTANTS TENDERING FOR THE EXECUTION OF WORKS OR THE SUPPLY OF GOODS OR SERVICES AND MUST BE RETURNED AT THE TIME OF TENDERING.****FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998**

1. Article 64 of the Fair Employment and Treatment (Northern Ireland) Order 1998 provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64(4) also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed, or goods or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.
2. For the purposes of Articles 64 – 66 of the Order, an unqualified person is a person on whom a notice has been served under Article 62(2) or Article 63(1) of the Order and which has not been cancelled.
3. Mindful of its obligations under the Order, InterTradelreland has decided that it shall be a condition of tendering that a contractor shall not be an unqualified person for the purpose of Articles 64 – 66 of the Order.
4. Contractors are therefore asked to complete and return the form endorsed hereon, with their tender, to confirm that they are not unqualified persons and to undertake that no work shall be executed, or goods or services supplied by an unqualified person for the purposes of any contract with InterTradelreland to which Article 64 of the Order applies.

FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998

I/We hereby declare that I am/we are not unqualified for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998.

I/We undertake that no work shall be executed, or goods or services supplied by any unqualified person for the purposes of any contract with InterTradelreland to which Article 64 of the Order applies.

Signed by: _____

Duly authorised to sign for and on behalf of: _____

Date: _____



APPENDIX G**CERTIFICATE RELATING TO BONA FIDE TENDER**

1. The essence of tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person.
2. We also certify that we have not:
 - a. Communicated to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of this tender;
 - b. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
 - c. Offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.
3. We undertake that we will not do any of the acts mentioned in paragraphs 2a, 2b or 2c above at any time before the acceptance or rejection of this tender.
4. In this certificate the word “person” includes any persons and any body or association corporate or un-incorporate any “any agreement or arrangement” includes any such transaction, formal or informal and whether legally binding or not.

Signed: _____

BLOCK CAPITALS: _____

For and on behalf of: _____

Date: _____



APPENDIX H**TO BE COMPLETED BY THE TENDERER AND RETURNED AT THE TIME OF TENDERING****Conditions of Contract for:** _____

1. I/We the undersigned hereby tender for the above contract in accordance with the Conditions of Contract and Specification at the prices quoted in the Schedule forming part of my/our tender response.
2. I/We declare there would be **no conflict of interest** or perceived conflict of interest in relation to the personnel or type of work involved in this contract.
3. I/We agree that this Tender together with your written acceptance thereof shall constitute a binding contract between us in relation to the whole or such part of the Tender as may be specified in your written acceptance.
4. I/We accept and agree to abide by the attached Conditions of Contract which take precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by me/us in connection with this Contract.
5. I/We understand that ITI does not bind itself to accept the lowest or any tender submitted in response to this enquiry and may accept the whole or part of any tender.
6. I/We understand that the acceptance of any Tenders will be on the basis of the published evaluation criteria.
7. I/We understand that the acceptance of this Tender does not bind ITI to place any orders under it and that the ITI may accept more than one Tender for the supply of the service covered by this Tender.
8. I/We understand the ITI reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders and in such circumstances may use the negotiated procedure without a further call for competition.
9. I/We warrant that I/we have all the requisite corporate authority to sign this tender.

Dated this _____ day of _____

Signed by or on behalf of the tenderer: _____

Name of tenderer: _____

(BLOCK CAPITALS)

Registered address: _____

