

**Terms of Reference: SECTORAL ECOSYSTEMS RESEARCH****Date: AUGUST 2025****1.0 Introduction**

**1.1** InterTradelreland is the All-Island Trade and Business Development Body, one of six North South Implementation Bodies established under the Good Friday Agreement. In this capacity it acts as the All-island Economic Development Agency. 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 2023 – 2025** outlines the agency's ambition:

**Vision:** A globally competitive all island business ecosystem that advances both economies

**Mission:** To provide leadership, advice, and support to maximise export growth opportunities through greater Cross-Border collaboration, innovation, entrepreneurship, and trade.

**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 innovation, decarbonisation, and boosting productivity among SMEs.

## **2.0 Background**

2.1 InterTradelreland conducted research into the potential of all-island sectoral ecosystems in 2015. This provided a useful baseline and framework that guided its engagement with developing and emerging sectors, and provided an evidence base to support its programme development.

2.2 Since 2015, major developments have taken place across the policy, economic, and technological landscape, including the acceleration of decarbonisation, digitalisation, Brexit, and a growing emphasis on all-island collaboration and clustering.

2.3 There is a pressing need for updated, practical, and SME-focused research that can support strategic prioritisation, ecosystem development, and programme alignment. This research must also explicitly reflect InterTradelreland's unique all-island remit and convening role.

## **3.0 Objectives**

3.1 InterTradelreland wishes to appoint a suitably qualified research provider to conduct all-island sectoral ecosystem analysis.

3.2 The research provider will:

- Produce a refreshed analysis of key sectoral ecosystems across the island, focusing on emerging opportunities, SME participation, and cross-border complementarities.
- Assess the current and potential role of SMEs and microbusinesses in each ecosystem, including barriers to entry and growth.
- Identify sectors and sub-sectors with the strongest potential for all-island collaboration and clustering, using robust, evidence-based criteria.
- Evaluate the extent to which InterTradelreland's current supports align with sectoral needs and provide a mapping of any programme gaps.
- Recommend how InterTradelreland can strategically support all-island ecosystems—both directly and through partnerships.

## **4.0 Outputs**

4.1 The appointed service provider will deliver the following:

- **Phase 1: Scoping and Shortlisting**
  - Rapid review of existing sector research, including the 2015 report.
  - Stakeholder engagement to validate criteria and shortlist sectors for deep dive.
  - Transparent framework for selection of ecosystems with InterTradelreland making final decision

- **Phase 2: Deep Dives**
  - Profiles of selected ecosystems with analysis of structure, firm size/ownership, and value chain.
  - Mapping of cross-border complementarities, innovation/R&D assets, and anchor firms.
  - Assessment of SME barriers and growth potential.
  - Typology of all-island ecosystem models (formal clusters, networks (including academia), platforms).
  - Mapping of InterTradelreland's supports against sectoral needs.
  - Strategic recommendations on convening role, policy alignment, and programme delivery.
- **Practical Outputs**
  - Core synthesis report, including evidence-based, practical recommendations for InterTradelreland and its partners.
  - Toolkit of short-form outputs (sector snapshots, one-pagers, anecdotal-based case studies) for communication and engagement.
  - Internal presentation of findings and recommendations.

## **5.0 Timescale**

- 5.1** This project will require a commitment of resources sufficient to allow its completion within approximately six months from award of contract.

## **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.

## **7.0 Intellectual Property Rights**

- 7.1** Copyright of all outputs will remain with InterTradelreland.

## **8.0 Payment**

- 8.1** The payment schedule for the project is expected to be:
- 50% on submission of a satisfactory draft report and toolkit
  - 50% on approval of final deliverables

## **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 £150,000 (plus 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:
- Methodology and proposed approach for both project phases. 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 the award criteria listed in section 12.2.
  - An action plan and schedule of how the project will be undertaken along with expected deliverables.
- 11.2** The supplier for this research must be able to demonstrate:
- Evidence of the team's relevant experience and expertise, particularly related to delivering complex economic or sectoral research projects relevant to SME development, cluster analysis, or ecosystem mapping in Ireland, Northern Ireland, the UK and/or the EU.
  - A track record of policy-relevant research and stakeholder engagement, particularly where insights were translated into programme design, strategic recommendations, or support models.
  - Experience analysing firm dynamics by size, type, or ownership, including value chain and sectoral positioning.

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 InterTradelreland 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-6). Tenderers must address each criterion fully, so that the technical quality, rigour, clarity of approach, and stakeholder engagement strategy can be assessed.
- **Cost** (weighting 30%). See Quantitative Criteria (AC-7).

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. InterTradelreland 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
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.	
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	

**Stage 2 - Methodology and Cost**

<b>Qualitative Criteria (Methodology)</b>	<b>Weighting</b>	<b>Maximum Score</b>
<b>AC-1:</b> Approach to Phase 1 (shortlisting ecosystems, including assessment of data sources, consultations with relevant SMEs and stakeholders).	10%	50
<b>AC-2:</b> Approach to SME profiling and value chain mapping	10%	50
<b>AC-3:</b> Approach to analysing all-island collaboration potential	10%	50
<b>AC-4:</b> Approach to programme alignment and gap analysis	10%	50
<b>AC-5:</b> Approach to delivering evidence-based recommendations, communications outputs, and stakeholder engagement strategy	10%	50
<b>AC-6:</b> Evaluation of the proposed delivery team's experience and track record in comparable work, assessed collectively using the format specified in Appendix A.	20%	100
<b>Qualitative Total</b>	<b>70%</b>	<b>350</b>

<b>Quantitative Criteria (Cost)</b>	<b>Weight</b>	<b>Maximum Score</b>
<b>AC-7:</b> Price	30%	150
<b>Total</b>	<b>Weight</b>	<b>Maximum Score</b>
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.

**Any tender that scores below 3 on any of the qualitative criteria AC-1 to AC-6 will be eliminated from the competition and will not proceed to the next criterion or to price evaluation.**

### 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 **25 August** to [tenders@intertradeireland.com](mailto:tenders@intertradeireland.com)

### 14.0 Tender submission

- 14.1 Completed responses must be received by InterTradelreland no later than **8 September**. Submit responses by email to [tenders@intertradeireland.com](mailto: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****Team Capability and Relevant Experience**

<b>NAME:</b>
<b>POSITION:</b>
<b>SPECIFIC EXPERIENCE</b>
The service provider must provide evidence of sectoral and/or SME-focused economic research in the context of Ireland, Northern Ireland, the European Union and/or the United Kingdom, including undertaking research, policy review, and analysis, particularly from a business perspective.
<b>At least one relevant example should be given where the service provider has completed a research project and provided recommendations on sectoral ecosystems or SME-focused business research within the last 3 years.</b>
NB: Three years is defined as 3 years from the closing dated stated on this tender document.
<b><u>Example 1</u></b>
<b>Client:</b>
<b>Assignment:</b>
<b>Date Completed:</b>
<b>Description of Assignment and its relevance:</b>

**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.**

Tenderers must demonstrate, by way of example(s) achieved in the last 3 years, the experience of the proposed team to deliver the contract. The response must evidence the collective capability of the team to deliver the requirements outlined in this specification; the assessment panel will not make inferences about any information that is not explicitly mentioned.

The proposed team must include individuals covering the following functions:

- Project Manager
- Sector/Ecosystem Specialist
- Data and Research Analyst
- Stakeholder Engagement Lead
- Report Writer / Communications Specialist

The tenderer must clearly demonstrate how the team collectively meets the following requirements:

- Experience delivering complex economic or sectoral research projects relevant to SME development, cluster analysis, or ecosystem mapping in Ireland, Northern Ireland, the UK and/or the EU.
- A track record of policy-relevant research and stakeholder engagement, particularly where insights were translated into programme design, strategic recommendations, or support models.
- Proven capability in synthesising evidence into actionable, clearly communicated outputs, including short-form summaries and tools for practical use.
- Experience analysing firm dynamics by size, type, or ownership, including value chain and sectoral positioning.
- Understanding of all-island or cross-jurisdictional economic issues and the role of public agencies in ecosystem development.

Each team member should provide:

- Their role in the proposed team;
- Job title or grade;
- A description of one or more relevant projects;
- Their specific responsibilities and contributions;
- The methodologies used.

Responses must focus on individual contributions and avoid general descriptions of organisational capability.

Page limit: 2 x A4 pages per team member. Any information beyond the page limit will not be considered.

## **APPENDIX D**

### **COST SCHEDULE**

#### **TOTAL ASSIGNMENT COST**

Total Assignment Cost	£
-----------------------	---

The proposed total cost of the assignment should be stated in **£ Sterling** and should be exclusive of VAT but include expenses. Expenses should be estimated below.

#### **BREAKDOWN OF COSTS AND DAYS**

<b>Programme Activity</b>	<b>Name &amp; Job Title</b>	<b>Daily rate</b>	<b>Number of Days</b>	<b>Cost £ (Sterling)</b>
	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.

<b>Expense Description</b>	<b>Estimated Amount (£ Sterling)</b>





**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: \_\_\_\_\_