

Terms of Reference

InterTradelreland All-island Supply Chain Support Programme

1. Introduction

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, Trade and Employment (DETE) in Ireland and the Department for the Economy (DfE) in Northern Ireland.

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.

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.'

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.

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.

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. Background

In a climate of local and global uncertainty there is greater need than ever for InterTradelreland to provide focused advice and practical support to SME's and micro-businesses in Ireland and Northern Ireland.

In parallel to the ongoing changing nature of trade, Cross-Border trade has continued to grow. In 2022 Cross-Border trade in goods and services was valued at £9.9bn/€11.6bn. In 2023 this figure increased to £12.5bn/€15.1bn, representing a 26% increase. Therefore, there is an increasing economic opportunity for InterTradelreland to help businesses unlock.

Increasing export capability and sales is an explicit policy imperative. InterTradelreland's role is to ensure that momentum is maintained in the growth of Cross-Border Trade. To do this we have developed an enhanced suite of export support programmes and in-market export activities.

The 'Trade Export Pathway' (TEP), launched in 2023, enables businesses to progress along a tailored export journey, whether they are new to export or an experienced business seeking to further develop Cross-Border opportunities. In 2023, InterTradelreland launched the Trade Hub, a unique advisory service developed to ensure that businesses have the necessary knowledge and support to trade across Northern Ireland, Ireland, and GB irrespective of the regulatory differences between jurisdictions. InterTradelreland also continues to promote the tangible commercial and regulatory opportunities presented to businesses on the island by trading in the opposite jurisdiction. Businesses across the island can benefit from a range of other InterTradelreland trade supports via the new First Time Exporters Accelerator Programme, Acumen, and Tendering programmes.

In 2018 InterTradelreland commissioned the Cross-Border Trade & Supply Chain Linkages research report which showed the need to support the strengthening and future proofing of cross border / all-island supply chains. There are several impacts arising from the UK's exit from the EU, implementation of the NI Protocol and the new trading relationship that will require dedicated supply chain support. The changing trading relationship between NI, Ireland and Great Britain will add to the complexity and uncertainties experienced, particularly by small firms, trading across the border on the island of Ireland. But what both the COVID 19 pandemic and ongoing new trading arrangement issues also show are that there are vulnerabilities in the management, maintenance, and resilience of Cross-Border supply chains.

Following this research InterTradelreland piloted four Supply Chain programmes:

- Go-Source Voucher Scheme,
- Supply Chain Resilience Programme
- Supply Chain and Sourcing Service (Food and Manufacturing/Engineering Sector), and
- Supplier links

The key objective of these pilots was to provide opportunities for SMEs across the island to make their supply chains more resilient by shortening their length and investigating local sourcing opportunities.

All-island supply chain and sourcing continues to be a key focus for and strategic objective of InterTradelreland and it now wants to broaden its project offering within its suite of Trade programmes.

3. Objectives

InterTradelreland wishes to appoint a suitably qualified service provider or consortium to undertake this commission which is comprised of three distinct but complimentary parts:

1. SCOPING EXERCISE

- **Desktop Review:**
Conduct a review of three pilot supply chain initiatives delivered by InterTradelreland between 2022 and 2024, which assisted 95 businesses. As well as reviewing the effectiveness of the existing "Meet the Buyer" and "Supplier Links" programmes and recommend methodologies to increase SME participation. Additionally, explore and propose cross-border supply chain accreditation options, including size, scale, potential partners, and costs.

- **Evaluation of Current Provision:**
Assess existing supply chain support services for businesses in Ireland and Northern Ireland, focusing on scope, scale, size, and sectoral reach.
- **Industry Engagement & Gap Analysis:**
Engage with industry representatives and supply chain bodies to identify business needs. Carry out a gap analysis to determine the type and scale of supports currently available on the island.
- **Gap Identification & Opportunity Analysis:**
Identify gaps and opportunities on a cross-border, all-island basis, with a focus on addressing capability gaps within SME supply chains that could be resolved locally.

2. PROGRAMME DESIGN

- **Design Recommendation:**
Propose a suitable programme defining the goals, scope, and overall strategy, as well as identifying the resources, timelines, and key activities required. The design process must be premised on the learnings from the scoping exercise and include the development of a logical framework that outlines the inputs, outputs, outcomes, and impacts.
- **Skills & Competencies Assessment:**
Specify the required skills and competencies for managing agents to successfully deliver the programme.

3. BUSINESS CASE

- **Detailed Business Case Development:**
Produce a robust, evidence-based business case for the preferred option, detailing programme objectives, KPIs, and an implementation timeline over three years.
- **Evidence Base & Market Insights:**
Provide a clear analysis of all-island and North/South market gaps and opportunities to avoid duplication of existing provisions.
- **Programme Contributions:**
Demonstrate how the preferred programme will contribute to:
 - Economic resilience
 - Sustainability and de-carbonisation
 - ESG (Environmental, Social, and Governance)
 - Efficiency and competitiveness
 - Circular economy
 - Future skills development
 - Traceability
 - Productivity
 - Infrastructure/logistics for shorter supply chains

The Business Case must be undertaken in accordance with Better Business Cases NI guidance.

Stakeholder Consultations

Consultations must involve key stakeholders, including but not limited to:

- Private companies (e.g., freight handlers, logistics companies, customs agents).
- Business support providers (e.g., Irish Exporters Association, Local Enterprise Offices, Enterprise NI, Local Enterprise Agencies, Councils, and Sectoral Bodies).

These consultations must be designed in collaboration with a member of your tender team who has supply chain expertise, specifically through either:

- A supply chain business representative body.

or

- Logistics management or customs and regulatory advisory.

Academic expertise in supply chain flows and future industry preparedness should also be considered when designing the consultations.

Data Sources Provided

To support the commission, InterTradelreland will provide the following data and resources:

1. Trade Research:

Access to recent studies and insights into evolving trade patterns affecting Ireland and Northern Ireland, drawn from InterTradelreland's commissioned research, curated trade statistics, the All-Island Business Monitor, and other internal data.

2. Statistical Analysis from NISRA and CSA:

Comprehensive trade and economic data from the Northern Ireland Statistics and Research Agency (NISRA) and the Central Statistics Agency (CSA).

3. Monitoring Data from InterTradelreland Programmes:

Programme-specific monitoring data in Excel format, covering participation rates, outcomes, and key performance metrics.

4. Stakeholder Contact Details:

A list of relevant stakeholders where we have pre-existing relationships, including industry bodies, supply chain specialists, and business support providers. This should be considered an indicative rather than definitive list.

This commission is designed to ensure that the appointed service provider delivers an impactful, all-island programme to enhance SME supply chain capabilities while fostering economic resilience, sustainability, and competitiveness across Ireland and Northern Ireland.

4. Timescale

The project will require a commitment of resources to complete the report no later than the 25th April 2025. The Contract will be awarded no later than 14th February 2025. During this period, regular updates on progress and content of report will be required.

5. Management Arrangements

The work will be supervised and managed by InterTradelreland's Trade Manager and Supply Chain Project Manager

6. Intellectual Property Rights

Copyright of all outputs will remain with InterTradelreland.

7. Payment

The payment schedule for the project is expected to be:

- 50% on receipt of a satisfactory and agreed draft report, received no later than **28th March 2025**, and
- 50% on agreement of the final report and when all InterTradelreland approvals are in place.

8. GDPR

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.

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.

Any processing of personal data will be undertaken only when the Contract is awarded. Processing will cease when the Contract is complete.

9. Budget and Costs

An estimated budget up to £45,000 (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.

10. Implementation

All requests for clarification or further information in respect of this invitation to tender, or any questions about the procurement process, should be submitted by email to **tenders@intertradeireland.com**

The last date for clarification requests to be received by InterTradelreland is **1pm Friday 10th January 2025**. The response by InterTradelreland as well as the nature of the query will be notified to all prospective tenderers, without disclosing the name of the prospective tenderer who initiated the query.

InterTradelreland must receive completed tender responses by email by 1:00pm on Friday 31st January 2025.

The response must be submitted to:

tenders@intertradeireland.com

InterTradelreland reserves the right to modify the terms, cancel or re-issue the Request for Tender at any time at the Agency's sole discretion.

Evaluation Criteria

This contract will be awarded on the basis of the Most Economically Advantageous Tender (MEAT).
The tender will be evaluated in two stages:

Stage 1 - Selection Criteria

<p>SC1</p>	<p>Fair Work Practices (Appendix J)</p> <p>Tenderers must provide evidence of their 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.</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>	<p>Pass/Fail</p>
<p>SC2</p>	<p>Proposed Team Experience</p> <p>The Tenderer must clearly identify 3 key individuals within the assignment i.e. 1) Project Manager 2) Senior Consultant and 3) Supply Chain Industry representative. Appendix A B and C must be fully completed for these members of the project team as appropriate. The Project Manager, Senior Consultant and Supply Chain Specialist must demonstrate that they meet the following minimum standards of technical or professional ability as applicable to their role and as identified in this tender document.</p> <ol style="list-style-type: none"> 1. Project Manager (1 named individual only) must have: <ul style="list-style-type: none"> • Practical experience of working with government-level economic development agencies. • Knowledge of similar economic development programmes. • Knowledge of current and planned economic government policies and strategies. • Experience and knowledge of conducting scoping exercises, programme design and business case development • Two separate relevant examples should be given where the Project Manager has <u>led</u> a project team to complete a study consisting of a scoping exercise, programme design and business case of a government funded business development within the last 3 years. 2. Senior Consultant (may have more than 1 named individual) must have: <ul style="list-style-type: none"> • Practical experience of working with government-level economic development agencies. • Knowledge of similar economic development programmes. 	<p>Pass/Fail</p>

	<ul style="list-style-type: none"> • Knowledge of current and planned economic government policies and strategies. • Experience and knowledge of conducting scoping exercises, programme design and business case development. • Two separate relevant examples should be given where the Senior Consultant has played a key role in conducting a scoping exercise, programme design and business case development of a government funded business development within the last 3 years. <p>3. Supply Chain Specialist (at least 1 named individual) must have:</p> <ul style="list-style-type: none"> • Knowledge of current and emerging supply chain policies and strategies and their impact on business • Extensive experience as a supply chain representative within an industry, regulatory, or academic setting <p>Responses (per person) contained within <i>Appendix A, B & C</i> must not exceed 2 sides of an A4 page – Font size Arial 11. Anything more than this page limit <u>will not</u> be evaluated.</p> <p>4. Additional staff members – please name any other staff that will perform administration duties on the scoping exercise, programme design and business case development by completing <i>Appendix D</i>. Please also specify their input in <i>Appendix E</i> – Cost Schedule</p> <p>Tenderers should note that ‘within the last 3 years’ refers to within 3 years from the closing date of this tender competition. Projects that are currently ongoing and are not yet completed are permitted provided that the Tenderer can demonstrate that the required experience has been achieved, and the start date is included.</p> <p>The evaluation panel will award marks based on the combined experience of all proposed personnel.</p>	
--	--	--

Pass / Fail: – is defined as.

- Pass – Where the tenderer has fully demonstrated their ability to meet the minimum standard; and
- Fail – Where the tenderer has failed to fully demonstrate their ability to meet the minimum standard.

Stage 2 – Award Criteria

- All tenderers who pass both criteria at Stage 1 will have their tenders assessed against the qualitative criteria (Award Criteria AC1 – AC2) and quantitative criteria (Award Criteria AC3) listed within this section. Tenderers must address each criterion fully.

The relative scoring of the award criteria is as follows:

- Qualitative Criteria (Quality) – 60%
- Quantitative Criteria (Cost) – 40%

Qualitative Criteria

Tenderers must respond to each criterion by providing a detailed methodology.

	Qualitative Criteria	Weight	Maximum Score
AC1	<p>Proposed Methodology</p> <p>Tenderers must detail their proposed methodology for delivering the key stages of the report as outlined in section 3.</p> <ul style="list-style-type: none"> • Scoping exercise, • Programme design, and • Business case development <p>Tenderers must detail how they will allocate resources to ensure delivery within the required timescale.</p> <p>The plan must include key dates, goals, and milestones to ensure delivery of this service and include a Gantt chart</p> <p>Responses for this Award Criterion must not exceed 15 sides of an A4 page– Font size Arial 11 and include a Gantt Chart . Anything more than this page limit <u>will not</u> be evaluated.</p>	45%	225
AC2	<p>Contract Management</p> <p>Tenderers must demonstrate how they propose to manage the Contract to ensure the provision of a high-quality service, which meets the requirements set out in Section 3. The response must detail what systems and processes will be in place to ensure the continuity of service in the event of unplanned events (e.g. staff absences, systems failure etc.) and the procedures for escalation if problems cannot be resolved at the operational level.</p> <p>Responses for this Award Criterion must not exceed 6 sides of an A4 page– Font size Arial 11. Anything more than this page limit <u>will not</u> be evaluated.</p>	15%	75
	TOTAL – QUALITATIVE AWARD CRITERIA	60%	300

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.

If tenderers score **2, 1 or 0** in any of the qualitative criteria **AC1 –AC2**, then it shall be deemed that they have failed to meet the specification, and their tender will be eliminated from the competition.

Quantitative Assessment – Cost schedule

The Cost Schedule at Appendix D must be completed. For those tenders passing the qualitative assessment, the following formula will be used to evaluate the total cost set out in Appendix D:

1. Lowest price tendered will be awarded the maximum score available [200]
2. To calculate the score for the remaining prices, the following formula will be applied. The lowest tendered price divided by the tenderer's price multiplied by 200.
3. Where a zero cost or "no cost" offer is made this offer will be assigned a nominal one pence value for assessment purposes only.

Tenderers should note that InterTradelreland is not obliged to accept the lowest or any tender.

Whilst 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.

Your Submission

Your submission must include the following completed documents:

- Project Manager Details – Template in Appendix A
- Senior Consultant Details – Template Appendix B
- Supply Chain Specialist Details – Template C
- Details of additional staff – Template Appendix D
- Cost Schedule – Appendix E
- Vat Registration Details – Appendix F
- Fair Employment Form – Appendix G (with reference to Appendix I)
- Confirmation of Bona Fide Tender – Appendix H
- Acceptance of conditions of contract – Appendix I
- Proposed Methodology - Responses for this Award Criterion must not exceed 15 sides of an A4 page–
Font size Arial 11.
- Contract Management: Responses for this Award Criterion must not exceed 6 sides of an A4 page–
Font size Arial 11.

ROLE WITHIN THIS ASSIGNMENT: PROJECT MANAGER

NAME:	
POSITION WITHIN ORGANISATION:	
SPECIFIC EXPERIENCE	
i)	The Project Manager must have practical experience of working with government economic development agencies.
ii)	Knowledge of similar economic development programmes:
iii)	Knowledge of current and planned government economic policies and strategies:
iv)	Experience and knowledge in conducting scoping, programme design and business case development.
<p>Two relevant examples must be given where the Project Manager has led a project team to complete a scoping, programme design and business case development report of at least 2 government funded business development programmes within the last 3 years.</p> <p>NB: Three years is defined as 3 years from the closing date stated on this tender document.</p> <p style="text-align: center;"><u>Example 1</u></p> <p>Client:</p> <p>Assignment:</p> <p>Date Completed:</p> <p>Description of Assignment and its relevance:</p>	
<u>Example 2</u>	
<p>Client:</p> <p>Assignment:</p> <p>Date Completed:</p> <p>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. Responses more than this page limit will not be evaluated.

ROLE WITHIN THIS ASSIGNMENT: SENIOR CONSULTANT

NAME: POSITION WITHIN ORGANISATION:
SPECIFIC EXPERIENCE
i) The Senior Consultant must have practical experience of working with government economic development agencies:
ii) Knowledge of similar economic development programmes:
iii) Knowledge of current and planned government economic policies and strategies:
iv) Experience and knowledge of conducting scoping, programme design and business case development.
<p>Two relevant examples must be given where the Project Manager has led a project team to complete a scoping, programme design and business case development report of at least 2 government funded business development programmes within the last 3 years.</p> <p>NB: Three years is defined as 3 years from the closing date stated on this tender document.</p> <p style="text-align: center;"><u>Example 1</u></p> <p>Client:</p> <p>Assignment:</p> <p>Date Completed:</p> <p>Description of Assignment and its relevance:</p>
<p style="text-align: center;"><u>Example 2</u></p> <p>Client:</p> <p>Assignment:</p> <p>Date Completed:</p> <p>Description of Assignment and its relevance:</p>

ROLE WITHIN THIS ASSIGNMENT: SUPPLY CHAIN REPRESENTATIVE

NAME: POSITION:
SPECIFIC EXPERIENCE
i) Knowledge of current and emerging supply chain policies and strategies and their impact on business
ii) Extensive experience as a supply chain representative within an industry, regulatory, or academic setting
<p>Two relevant examples must be given where the Project Manager has led a project team to complete a scoping, programme design and business case development report of at least 2 government funded business development programmes within the last 3 years.</p> <p>NB: Three years is defined as 3 years from the closing date stated on this tender document.</p> <p style="text-align: center;"><u>Example 1</u></p> <p>Client:</p> <p>Assignment:</p> <p>Date Completed:</p> <p>Description of Assignment and its relevance:</p>
<p style="text-align: center;"><u>Example 2</u></p> <p>Client:</p> <p>Assignment:</p> <p>Date Completed:</p> <p>Description of Assignment and its relevance:</p>

ADDITIONAL STAFF MEMBERS

NAME:
Outline of experience:
ROLE WITHIN THIS ASSIGNMENT INCLUDING DUTIES:

**Responses (per person) contained within this Appendix must not exceed 1 side of an A4 page–
Font size Arial 11.**

COST SCHEDULE
TOTAL ASSIGNMENT COST

<i>Total Assignment Cost (excluding expenses)</i>	£
---	---

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

BREAKDOWN OF COSTS AND DAYS

Programme Activity	Resource Name	Number of Days	Cost £ (Sterling)
	<i>Totals</i>		

DAILY RATES

<i>Individual</i>	<i>Daily Rate</i>

ESTIMATE OF EXPENSES

Please provide an estimate of expenses, which you anticipate will be incurred during the assignment.

<i>Expense Description</i>	<i>Estimated Amount (£ Sterling/€ Euro)</i>

VAT Registration

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

1. My/Our VAT Registration Number is _____

Signed: _____

For and on behalf of: _____

Date: _____

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

Signed: _____

For and on behalf of: _____

Date: _____

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, Inter*Tradel*reland 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 qualified 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 Inter*Tradel*reland 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 qualified 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 Inter*Tradel*reland to which Article 64 of the Order applies.

Signed by: _____

Duly authorised to sign for and on behalf of: _____

Date: _____

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:
3. 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.
4. 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.
5. Offered, paid, 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.
6. 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.
7. In this certificate the word "person" includes any persons and anybody 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: _____

TO BE COMPLETED BY THE TENDERER & RETURNED AT THE TIME OF SUBMISSION

Conditions of Contract for: All-island Supply Chain Support Programme Report

1. I/We the undersigned hereby tender for the above contract in accordance with the Terms of Reference at the prices quoted in the Cost 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 Terms of Reference 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 INTERTRADEIRELAND 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 based on the published evaluation criteria.
7. I/We understand that the acceptance of this Tender does not bind INTERTRADEIRELAND to place any orders under it and that INTERTRADEIRELAND may accept more than one Tender for the supply of the service covered by this Tender.
8. I/We understand the INTERTRADEIRELAND 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: _____

WHAT GOOD FAIR WORK PRACTICE LOOKS LIKEGood 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 based on 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 improve disabled people's chances, enabling access to jobs, job retention and career progression.

Good practice examples 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 can 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 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 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:
 - a) they offer a worker a regular pattern of work or regular number of hours but offer only a casual/zero-hours contract.
 - b) a worker has had no say in the zero-hours contract and wants a contract of employment guaranteeing a minimum number of hours.
 - c) they put pressure on a worker to accept the terms of a zero-hours contract (where challenged) to keep their job.
 - d) 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 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 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 conducted 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.