



INVITATION TO TENDER

Title of Procurement:	Establishment of a single party framework agreement for the provision of Expert Cyber Security Consultancy Services to Enterprise Ireland
Enterprise Ireland Reference:	2025/013
Procedure:	Open EU
eTenders Resource ID:	Ref 6577464
Issue Date:	23/09/2025
Closing Date for Queries:	20/10/2025 @ 12 noon (Irish Time)
Submission of Queries:	Via the messaging portal on eTenders on www.etenders.gov.ie
Closing Date / Time For receipt of Tenders:	27/10/2025 @ 12 noon (Irish Time)

Please note that information relating to this Invitation to Tender Document, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland cannot accept responsibility for information relayed (or not relayed) via third parties.

Please note that, in responding to this Tender, you must use the Tender Response Document(s) (TRD) and upload these as a ZIP FILE to protect the integrity of the file names

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Enterprise Ireland

1 General Information

1.1 Definitions

Definitions	Meaning
Call-off Contract	Any call-off contract to be awarded to the Framework Member pursuant to the Framework Agreement.
Competition	This procurement process conducted by Enterprise Ireland for the award of the Framework Agreement
Contracting Authority	Enterprise Ireland
Data Protection Laws	All applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC, Regulation (EU) 2018/1807 on a framework for the free flow of non-personal data in the European Union, the Data Protection Acts 1988 – 2018, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.
EEA	European Economic Area
EI	Enterprise Ireland
Framework Agreement	The framework agreement to be entered into between Enterprise Ireland and the Successful Tenderer, a draft of which will be provided at the next stage of the Competition.
Framework Member	The Successful Tenderer, if any, who enters into the Framework Agreement with Enterprise Ireland.
FTEs	Full Time Equivalents

Initial Call-off Contract(s)	The initial Call-off Contract(s) to be awarded to the Successful Tenderer at the same time as the Framework Agreement, a draft of which will be provided at the next stage of the Competition.
IT	Information Technology
KPIs	Key Performance Indicators
Project	Establishment of a single party framework agreement for the provision of Expert Cyber Security Consultancy Services to Enterprise Ireland
Reliance Entity	An entity (e.g. its parent company or a subcontractor) on whose capacity the Candidate is relying in its ITT Response with regard to economic and financial standing and/or professional and technical ability.
Regulations	The European Union (Award of Public Authority Contracts) Regulations 2016, as amended
Selection Criteria	The Pass/Fail Criteria and Weighted Criteria against which Candidates' PQQ Responses will be evaluated.
Services	The services to be provided under any Call-off Contracts, as more particularly described in section 4 of this PQQ and including any Additional Services.
SME	Small and medium sized enterprises
Tender	Refers to the Initial Tender or the Final Tender, as the context requires.
Tenderer	A Candidate who, following submission of a PQQ Response Document, is shortlisted and invited to submit an Initial Tender.

1.2 Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of Enterprise Ireland (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by Enterprise Ireland or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. Enterprise Ireland's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

Enterprise Ireland reserves the right to discontinue the procurement process at any time.

1.3 Small and Medium Enterprise participation

It is the policy of Enterprise Ireland to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

All firms are encouraged to explore the possibilities of forming relationships with SMEs or other enterprises to meet the financial, economic or technical capacity requirements of the competition and/or deliverables under the framework agreement/contracts, if required.

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

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality.

If the tender is from a grouping / consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and / or to deliver contracts. The grouping / consortium / joint venture must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members.

Enterprise Ireland will not act as an arbitrator between members of a grouping / consortium / joint venture.

1.4 Use of Tender Response Document

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland accepts no responsibility for information relayed (or not relayed) via third parties.

Enterprise Ireland has provided a Tender Response Document uploaded separately on eTenders for tenderers to use in preparing their response to this tender. This document and format must be used, failure to use the Tender Response Document issued may result in your elimination from the competition.

1.5 Summary

Contracting Authority:	Enterprise Ireland
Title:	Establishment of a single party framework agreement for the provision of Expert Cyber Security Consultancy Services to Enterprise Ireland
Nature of Requirement:	Services
Framework Duration:	2 Years
Procedure:	Open Procedure
Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

2 About Enterprise Ireland

Enterprise Ireland is the authority responsible for this Competition.

Enterprise Ireland is the government organisation responsible for the development and growth of Irish enterprises in world markets. We work in partnership with Irish enterprises to help them start, grow, innovate and win export sales in global markets. In this way, we support sustainable economic growth, regional development and secure employment.

Enterprise Ireland's forthcoming strategy, for the period 2025-2029, will focus on supporting Irish business to accelerate sustainably and increasingly contribute to economic growth. The environment in which Irish businesses operate is constantly changing and business needs to be innovative and ambitious to succeed. EI's 5-year strategy sets out how it will support Irish business to START, COMPETE, SCALE and CONNECT to deliver jobs across Ireland and impact globally. We will work with our fastest growing Client Companies to:

- Develop leadership teams with ambition;
- Strengthen management and financial capability;
- Provide pathways to new sources of funding;
- Assist enterprises to connect with and realise opportunities overseas.

As a major capital investor, EI invests in the most innovative Irish companies through all stages of their growth and connect them to international customers across multiple industries. With 40 offices worldwide, EI's teams of industry experts consult with international business to understand and solve their business needs. One of Enterprise Ireland's strategic ambitions is to provide a world class digital experience to its Client Company portfolio, as well as providing a scalable, flexible and secure digital platform to enable its staff to effectively carry out our business processes.

Further information is available at our corporate website www.enterprise-ireland.com

3 Scope of the Framework Agreement

3.1 Type of Framework Agreement

Enterprise Ireland proposes to engage in a competitive process for the establishment of a single-party framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, during the specified duration, individual contracts may or may not be awarded.

In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, Enterprise Ireland reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

Indeed, Enterprise Ireland reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

3.2 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single party framework agreement with the tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

3.3 Duration of the Framework Agreement

The framework agreement will be for two (2) years, with the option to extend for two (2) years, subject to a maximum of [four] [4] years subject to satisfactory performance, business needs and budgetary constraints all at the absolute discretion of Enterprise Ireland.

For the avoidance of doubt, Enterprise Ireland confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.4 Estimated Value of the Framework Agreement

It is envisaged that expenditure under this framework agreement will fall within the range of €400,000 to €600,000 excluding VAT.

It is emphasised, however, that these figures are provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

3.5 Awarding Contracts under the Framework Agreement

In the case of a single party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in the tender documentation and the framework agreement terms and conditions.

3.6 Use of the Framework Agreement

Enterprise Ireland will use the framework agreement as and when requirements within their scope arises. However, there is no obligation upon Enterprise Ireland to make use of the framework agreement. Notwithstanding this fact, the framework agreements may be terminated in accordance with the framework agreement terms and conditions, a draft version which is appended to the tender document.

3.7 SME Participation

Enterprise Ireland seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (SMEs) in all competitions. Small and Medium Enterprises that believe the scope of any competition is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any contracts, agreements or arrangements that result from these competitions and therefore increase their social and economic benefits.

4 Detailed Scope of the Framework Agreement

4.1 Background / context to Requirement

Enterprise Ireland wishes to establish a single-party framework for the provision of expert cyber security consultancy services. These services will support the Business Process Improvement & IT (BPI&IT) Department in the ongoing execution of the Cyber & Information Security Programme.

Enterprise Ireland views the threat of significant cyber-attacks, such as ransomware, as the highest priority risk. Enterprise Ireland recognises the critical importance of forming a strategic partnership with expert cyber security consultants to ensure the successful delivery of the programme, provide guidance and specialist technical services to support the delivery of key security related projects.

Enterprise Ireland has 850 staff working from 50 locations worldwide. 550 staff work in Enterprise Ireland's corporate headquarters in East Point Business Park in Dublin, 120 staff in nine regional offices throughout Ireland and 180 staff in 40 worldwide locations.

The BPI&IT Department is seeking to engage a qualified and experienced cybersecurity consultancy to provide expert advisory and technical services in support of its ongoing cyber and information security programme. This procurement aims to secure a strategic partner capable of delivering comprehensive cybersecurity consultancy that aligns with Enterprise Ireland's commitment to safeguarding its digital assets, infrastructure, and services.

The successful tenderer will be expected to provide ongoing expert advice on strategic cybersecurity initiatives, assist in the implementation and evolution of a cyber & information security strategy, and deliver a suite of proactive and reactive services. These services will include, but are not limited to:

- Continual external vulnerability assessments to identify and mitigate risks across Enterprise Ireland's digital footprint.
- Development and refinement of incident response planning to ensure preparedness and resilience including the facilitation of tabletop exercises to test and improve organisational response capabilities.
- Independent assessments of critical infrastructure and cloud platforms to ensure compliance with best practices and regulatory standards.
- Development of a comprehensive Information Security Management System (ISMS) to prepare and support the BPI&IT Department through the ISO 27001 certification process.

The successful tenderer will be expected to play a critical role in the successful implementation of a recently approved Cyber & Information Security strategy which sets out a strategic vision for the next 3

years including attaining ISO 27001 certification. A detailed breakdown of the key strategic projects and requirements are outlined in Section 4.2.

This tender represents a key component of Enterprise Ireland's broader Service Delivery Transformation Programme. The successful tenderer will play a pivotal role in enhancing Enterprise Ireland's cybersecurity posture and ensuring robust protection against evolving threats.

4.2 Specification of Requirement for Initial Contract

This section describes the expert cyber security consultancy services required by Enterprise Ireland. The successful tenderer must deliver a managed service that complies with and satisfies all the requirements set out in the section below.

Detailed Requirements
Overview of Proposed Engagement The successful tenderer will be required to provide the following range of services on an on-going or call off basis: 1. External Vulnerability Testing: The successful tenderer will provide continual external vulnerability scanning services monitoring all Enterprise Ireland office locations, business critical cloud platforms and our portfolio of websites 2. Technical Security Assessments & Offensive Security: The successful tenderer will conduct comprehensive technical security testing including network and application penetration testing, security configuration reviews, and secure code reviews, across Enterprise Ireland's on-premises, cloud, and mobile environments to identify and help remediate security weaknesses 3. Risk Mitigation Strategies: The successful tenderer will support the development of risk mitigation strategies and actionable plans, with prioritisation based on risk impact and likelihood to address identified vulnerabilities or gaps 4. Incident Response Planning: The successful tenderer will support the ongoing development and refinement of Enterprise Ireland's Incident Response (IR) planning, including the development, testing, and continuous improvement of incident response plans to ensure preparedness and resilience including the facilitation of tabletop exercises to test and improve organisational response capabilities 5. Incident Response Support: The successful tenderer will provide incident response support, digital forensics expertise, and proactive threat detection services that would support Enterprise Ireland during cybersecurity incidents 6. Critical Infrastructure Assessments: The successful tenderer will provide independent assessments of critical infrastructure and cloud platforms to ensure compliance with best practices and regulatory standards 7. Information Security Management System: The successful tenderer will support the ongoing enhancement of Enterprise Ireland's existing Information Security Management System (ISMS) to prepare and support the BPI&IT Department through the ISO 27001 certification process

8. **ISO 27001 Certification:** The successful tenderer will support the implementation of a recently approved Cyber & Information Security strategy which sets out a strategic vision for the next 3 years including attaining ISO 27001 certification
9. **Evolving Threats:** The successful tenderer will support the BPI&IT Department in enhancing Enterprise Ireland's cybersecurity posture and ensuring robust protection against evolving threats
10. **Cloud Security Consultancy and Cloud Security Posture Management:** The successful tenderer will provide cloud security consultancy assessments and architecture reviews to ensure alignment with recognised cloud security standards. They will also provide CSPM support including detection of misconfigurations and compliance violations and support for remediation
11. **Strategic Consultancy on Future Technology Platforms:** The successful tenderer will provide tailored guidance and consultancy informed by an assessment of the current and proposed future technology landscape, ensuring alignment with Enterprise Ireland's strategic objectives, risk tolerance, and available resources
12. **Vendor Risk Management:** The successful tenderer will provide a platform or solution for managing vendor-related cybersecurity risks including a comprehensive Vendor Risk Management (VRM) Programme, a cloud platform to manage the implementation of the vendor risk management programme and VRM lifecycle (pre-onboarding, onboarding, continual assessments, offboarding)
13. **Security Education, Training and Awareness (SETA):** The successful tenderer will support the ongoing delivery of an existing SETA programme by providing recommendations on managing and enhancing an existing programme tailored to different audiences and levels of technical ability, encouraging user buy-in with a focus on user behaviour and establishing a strong cybersecurity culture and identifying issues that hinder engagement with the overall programme or lead to adverse user behaviours
14. **Microsoft Security Technologies:** The successful tenderer will support the BPI&IT Department with the implementation of Microsoft Defender suite, Purview, Sentinel, B2C, Entra etc by providing guidance on configuration, tuning, and operational support
15. **Artificial Intelligence (AI) Security and Governance:** The successful tenderer will offer expertise to address AI-related security risks and to develop AI security governance practices. This includes advising on mitigation of AI-specific threats (e.g. data poisoning, adversarial attacks) and integrating AI risk management into Enterprise Ireland's cybersecurity program

4.3 Value and Duration of Initial Contract

The value of contracts under the framework may fall within the range of **€100,000 to €150,000** (excl. VAT).

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

It is anticipated that the volume of contracts will be one (1) per annum.

4.4 Quality and expertise of Resources

Tenderers must submit CVs (not to exceed two (2) A4 pages and using the format in the TRD) for each resource proposed, clearly setting out their individual roles and responsibilities. Please complete the CV tables in the Tender Response Document.

Enterprise Ireland will be assessing the experience of the resource(s) in terms of coverage of the service requirements. Tenderers who can demonstrate greater relevant experience and expertise to in services sought are likely to score higher marks.

Tenderers should note that, as set out in the contract documents, the proposed resource(s) will be required to deliver the services, having regard to the nature of the particular call-off, although Enterprise Ireland reserves the right to seek additional personnel in any call-off contract.

Tenderers should note that Framework Members may, at call off stage, be permitted to supplement their resources with a Consultant/Specialist(s) where, in their opinion, there is a requirement to do so given the nature of the requirements under the call-off. The Consultant / Specialist(s) will be assessed as part of the call off competition. Rates for any agreed supplementary resources must be in line with the rates submitted for the resource types in the Form of Tender where applicable.

The resources proposed will be Key Personnel as set out in Clause 8.2 of the Framework Agreement in the RFT Appendix 1.

4.5 Contract Management

4.5.1 Account Management

Enterprise Ireland requires tenderers to nominate a contract manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required.

The duties of the dedicated contract manager and/or their deputy will include the following:

- Be responsible for contract management.
- Build and maintain a good working relationship with Enterprise Ireland.
- Be responsible for the satisfactory delivery of the solutions and services set down in this ITT.
- Be responsible for day-to-day liaison with Enterprise Ireland.
- Act as the main point of contact for the duration of the framework.
- Have the authority to deal with all matters in relation to the framework
- Be available to Enterprise Ireland between the hours of 9.00 - 17.00 Monday to Friday or the nominated deputy account manager if they are unavailable

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- Provide regular status reports as agreed with Enterprise Ireland setting out the status of all ongoing contracts.
 - Provide regular management and performance reports as agreed with Enterprise Ireland.
 - Meet as and when required to undertake reviews of the operation of the framework, the relationship and their participation on it as a framework member.
 - Deal with disputes, complaints or concerns that cannot be adequately resolved.
 - Proactively discuss with Enterprise Ireland ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

Tenderers must also appoint a deputy account manager who will have the skills, expertise and experience to carry out the above duties in the absence of the dedicated account manager.

4.5.2 Service Level Agreement

Framework Members will be required to enter into a Service Level Agreement (SLA) with Enterprise Ireland. The final content of the SLA will be agreed with the Framework Members within three months of the establishment of the framework agreement.

Tenderers are required to provide a proposed draft SLA for Enterprise Ireland which will describe in detail how they propose to provide high-quality expert cyber security consultancy services to Enterprise Ireland and should address the execution, performance, monitoring and delivery of the expert cyber security consultancy services required.

At a minimum, the proposed SLA should address the following aspects of service delivery:

- Quarterly or regular management reports that may include such information as statistics, data on ongoing monitoring, tracking, commentary and analytics on overall performance or individual call-off contracts and recruitment campaigns
- Key Performance Indicators information (KPI's) that will be measured and reported on to include the content, nature and frequency of reporting, these will be agreed between the parties prior to completion of the SLA.
- Contract Management – overall management of contract
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure
- Provide an overview of an Exit Management Plan for activities and information transfer involved for execution at the conclusion of this framework. The Exit Management Plan might include a list of tasks and timelines for execution including appropriate solutions for the ready access, supply and transfer of relevant data, information, and collateral, if any, to Enterprise Ireland on the conclusion of the framework.

The draft SLA provided should also:

- set out your methodology for communicating with other relevant stakeholders within Enterprise Ireland including the Finance Department;
- include your approach to urgent queries (see minimum response times required in the table at section 4.5.3 below).

NOTE: Tenderers will note that all account management activities set out above will be non-billable (i.e., Enterprise Ireland will not pay separately for account management activities). Enterprise Ireland will nominate authorised staff to liaise with the successful Framework Member(s) and delegate as required.

4.5.3 Minimum response times

Enterprise Ireland requires a flexible and responsive service from its service providers. In general, the following minimum response times are expected:

Task	Minimum Response Time
Acknowledge e-mail/phone call	Same working day if received before noon, and on the morning of the next working day if received in the afternoon.
Respond to straightforward queries	1 - 2 working days
Respond to urgent queries	within 4 hours
Facilitate meeting request	2 working days
Respond to complex queries	5 - 7 working days

In relation to meetings, Tenderers should note that meetings will be held either virtually or in person. In the event that meetings are held in person they will be held at Enterprise Ireland's premises (to be advised to the Framework Member in advance).

No expenses in respect of travel time and mileage will be payable. Invoices must reflect working hours and timesheets must be accurately maintained and produced promptly upon request by Enterprise Ireland.

4.5.4 Invoicing

Invoices shall be submitted by the successful tenderer(s) on the basis of the agreed terms and conditions. All official invoices must quote a valid Enterprise Ireland purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

4.6 Sustainability

As part of Enterprise Ireland's strategic agenda, sustainability planning and wider Environmental, Social and Governance (ESG) considerations (incl. social impact strategy) is supported. For the purpose of business obligations (e.g. regulatory requirements), competitive advantages (e.g. meeting/exceeding customer and consumer and other stakeholder expectations) and corporate responsibility (e.g. minimising the environmental impact of business activities, maximising social impact within and beyond the business and ensuring good governance and longevity), it is important to Enterprise Ireland that it considers the sustainability of its own business activities and wider ESG standards.

Tenderers, in their response, should provide information on the proposed ESG initiatives for the provision of expert cyber security consultancy services, as follows:

- Description of the measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote environmental sustainability and reduce any harmful impact on the environment associated with delivering the Services.
- Description of initiatives which support the circular economy that Tenderers will carry out for the term of the Framework Agreement. These must be specific to the Services.
- Description of the measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote social impact/inclusion associated with delivering the Services.

Tenderers should clearly outline how these initiatives will be monitored and measured in terms of their impact. Any relevant organisational policies/standards should also be referenced. detail the content and guidance that will be provided to participants regarding sustainability and wider ESG

*Tenders will be scored under **Award Criterion: Proposals on the incorporation of Environmentally Sustainable and/or Social Considerations into the delivery of the Services** on the relevance of the proposed ESG initiatives to the Services and on the level of confidence their proposals give Enterprise Ireland that these ESG initiatives will be successfully implemented during the Project.*

4.7 Delivery Locations

Delivery is required to Enterprise Ireland, East Point Business Park, The Plaza, Dublin 3 D03 E5R6 unless otherwise advised.

4.8 Pricing

The maximum price chargeable in respect of all items contracted for the initial two (2) years of the framework shall be set out in the Form of Tender in the Tender Response Document (TRD) submitted as part of the tender response. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

Thereafter prices will only be considered for review in consultation with Enterprise Ireland, any increases will not exceed inflation as per CPI.

4.9 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; Enterprise Ireland reserves the right to establish the framework with the next highest scoring tenderer on the basis of the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of Enterprise Ireland to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4.10 Data Protection and IT Security

Candidates should note that they will be required to complete a self-certification checklist of technical and organisational measures during the Initial Tender Phase to demonstrate compliance with Data Protection Laws. This will be incorporated into a Data Processing Agreement which will be signed by the parties as part of the Framework Agreement, a copy of which will be provided at the Initial Tender Phase.

Enterprise Ireland will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Candidate in response to this PQQ.

The Candidate, as Controller in respect of any Personal Data provided by it in its PQQ Tender Response, is required to confirm by way of statement that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws), whose Personal Data is provided by the Candidate, have consented to the processing of such Personal Data by the Candidate, Enterprise Ireland, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of

the Candidate in this Competition or that the Candidate otherwise has a legal basis for providing such Personal Data to Enterprise Ireland for the purposes of its participation in this Competition.

4.11 Transfer of Data outside the European Economic Area (EEA)

The data that will be collected, processed and stored on or through the provision of expert cyber security consultancy services will include commercially sensitive data of Client Companies as well as personal data. It is a requirement of Enterprise Ireland that no data (personal or non-personal) gathered on behalf of or received from Enterprise Ireland can be stored or processed outside of the European Economic Area (EEA) for the duration of the Framework Agreement and any Call-off Contract. Candidates need to clearly state where, geographically, the data will be stored and processed (backup/DR data included) and confirm that no data will be stored or processed outside of the EEA.

Enterprise Ireland

5 Evaluation Criteria

5.1 Selection Criteria

Enterprise Ireland is using the OPEN procedure for the establishment of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

5.1.1 General, Declarations and Financial Requirements

Tenderers are required to complete the Tender Response Document (TRD) which is published as a separate document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information

Tenderers must complete the general information section on the tendering organisation – company name, address and contact details for the individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Declarations

Tenderers must Complete and sign the following Declarations in the Tender Response Document:

- a) Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016;
- b) Compliance with relevant statutory obligations. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. This includes the Children First Act (2015)
- c) Article 5K Declaration regarding the EU regulation 2022/576 on restrictive measures in the Context of Russian Actions in the Ukraine.
- d) Data Protection & Security

Financial and Economic Standing		
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.	
	For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.	
Financial Standing	(a) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. (b) Confirmation that the tendering party turnover exceeded €1.2 million per annum	
	For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.	
Insurance	Confirmation of the following insurances being in place:	
Insurance Type		Required Value €
Employer's Liability (where applicable – see notes below)		€13 million
Public Liability		€6.5 million
Professional Indemnity		€1 million
Cyber Liability		€5 million
For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.		
Notes re Employer's Liability:		
#1 Sole traders with no employees are not required to have this insurance.		
#2 In the case of certain jurisdictions, alternative insurance arrangements exist (i.e. Government schemes)		
#3 The nearest currency equivalents may be accepted depending on the level of cover		

5.1.2 Previous Experience

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Satisfactory Previous Experience

Tenderers must demonstrate to the satisfaction of Enterprise Ireland that they have the experience necessary to supply the Services if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion each Tenderer must submit by completing the TRD with its Tender:

Details of **three (3) reference contracts** relating to delivery for public or private sector clients which demonstrate, to the satisfaction of Enterprise Ireland, the Tenderer's experience in successfully delivering expert cybersecurity consultancy services demonstrating the specific requirements set out at below. Each reference contract must relate to services delivered **within the 24 months prior to the deadline for submission of Tenders**. Reference contracts outside this timeframe will not be considered.

(A) **Each** reference contract must demonstrate:

- (i) Providing expert cybersecurity consultancy services
- (ii) Assisting with the development or enhancement of incident response capabilities
- (iii) Providing external vulnerability scanning, penetration testing and/or security control reviews on technology platforms

(B) At least **one** of the three reference contracts must include:

- (i) Assistance with the preparation for, or attainment of ISO 27001 certification
- (ii) Assistance with the development of a comprehensive ISMS and cybersecurity governance programme
- (iii) Supporting the development and implementation of a vendor risk management programme
- (iv) Provide details on any customer activities in place to ensure quality and continuity of delivery of service.
- (v) (v) A contract with an organisation of 250 or more employees.

Note to applicants: (B) (i), (ii), (iii), (iv) and (v) can be demonstrated by different reference contracts, but each of them must be demonstrated.

Tenderers must use the table format in the TRD for their answers and must respond to each element of the table.

In completing the table for each reference project, Tenderers must provide sufficient information to allow Enterprise Ireland to evaluate whether all of the requirements at above have been met and whether the services have been successfully delivered.

Tenderers will note that they are to provide contact details for referees for each reference project. Enterprise Ireland has the right to contact the referees to verify the information being provided, without further reference to the Tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by Enterprise Ireland. Tenderers should note that Enterprise Ireland may at its discretion contact all referees or referees for the successful Tenderers only.

Enterprise Ireland may require supporting documentation to verify the details provided by the Tenderer and Tenderers must provide such supporting information without delay when requested by Enterprise Ireland. However, where the Tenderer is unable, for a valid reason, to provide the requested documentation, the Tenderer must inform Enterprise Ireland of the reason as to why the documentation cannot be supplied and, if Enterprise Ireland considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of Enterprise Ireland, that they have the required capacity to deliver the services.

5.1.3 Personnel & Skills – Pass / Fail Criteria

Tenderers must demonstrate access to at least the minimum numbers of skilled personnel stated in the Tender Response Document Section 3.5. Please note that the skills outlined may reside in the same person however there must be a minimum number of 6 resources overall.

5.1.4 ISO/IEC 27001 Accreditation – Pass / Fail

The Tenderer must hold a valid ISO/IEC 27001, or recognised equivalent, certification for all services within the scope of this tender that involve the processing, storage, or transmission of sensitive, personal, or confidential data, or that support ICT infrastructure.

Services that do not fall within the scope of ISO/IEC 27001, or recognised equivalent, certification must be clearly identified in the tender response along with a description of the security controls and governance measures in place to ensure appropriate protection of information.

Certification must:

Be issued by an accredited certification body.

Be valid for the duration of the contract.

Cover the relevant service areas proposed.

The Contracting Authority reserves the right to assess the adequacy of alternative controls for non-certifiable services and may request further documentation or clarification.

Tenderers are required to provide a mapping of services to ISO/IEC 27001 scope, indicating which services are covered by certification and which are not, along with justification and supporting evidence.

5.2 Award Criteria

Membership of the Framework Agreement, for Tenderers not otherwise eliminated from the Competition, will be determined by the score that the Tender receives when assessed against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%
A	Cost for evaluation purposes	20%	2000	n/a
<i>Tenderers are required to outline their cost proposal in the TRD Section 4.1 by completing and signing the Form of Tender and completing the separate Pricing Schedule</i> <i>Cost will be assessed as set out in pricing schedule.</i>				
B	Quality of Team	30%	3500	2100
<i>Tenderers must clearly describe in the TRD Section 4.2 the quality of their proposed resources and are referred to Section 4.4 of the ITT</i> This criterion will be evaluated strictly on the basis of the totality of the tenderer's submission and no sub-criteria will be used.				

Tenderers should provide a minimum of three (3) CVs for each Senior Consultants (10+ years' experience), two (2) CVs for each of the Junior Consultants (1-5 years' experience) and one (1) CV for the Account Manager to demonstrate the quality of the team set out in the Resource Allocation Schedule in the TRD. Please complete the CV tables in the TRD.

C	Contract Management Proposals	5%	500	300
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Tenderers must clearly describe in their TRD how they will manage contracts awarded under the framework and are referred to Section 4.5 of the ITT

D	Quality of Approach and Methodology for Service Delivery	40%	4000	2400
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Tenderers must clearly describe in their TRD how they will deliver each of the following services:

- External Vulnerability Testing
- Technical Security Assessments & Offensive Security
- Risk Mitigation Strategies
- Incident Response Planning
- Incident Response Support
- Critical Infrastructure Assessments
- Information Security Management System
- ISO 27001 Certification
- Evolving Threats
- Cloud Security Consultancy and Cloud Security Posture Management
- Strategic Consultancy on Future Technology Platforms
- Vendor Risk Management
- Security Education, Training and Awareness (SETA)
- Microsoft Security Technologies
- Artificial Intelligence (AI) Security and Governance

As described in Section 4.2 of the ITT

E	Sustainability	5%	500	300
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Tenderers must clearly describe in their TRD:

- The measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote environmental sustainability and reduce any harmful impact on the environment associated with delivering the Services.
- Initiatives which support the circular economy that Tenderers will carry out for the term of the Framework Agreement. These must be specific to the Services.
- The measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote social impact/inclusion associated with delivering the Services.

are referred to section(s) 4.6 of the ITT

Tenderers should ensure that they provide detailed information in respect of all aspects of the Award Criteria as stated above in their Tenders. This will enable Enterprise Ireland to assess fully the extent of their Tender responses. Tenderers must use the Tender Response Documents (TRD) uploaded separately with this ITT to www.etenders.gov.ie for their responses to the Award Criteria set out above.

NOTE 1: Qualitative criteria will be scored using the following scoring system:

Score	Category	Description
90 – 100%	Excellent	An excellent response demonstrating a comprehensive understanding of the requirements and offering assurance to Enterprise Ireland – fully supported.
80 – 89%	Very Good	A very good response demonstrating a high level understanding of the requirements and offering assurance to Enterprise Ireland – strongly supported.
70 – 79%	Good	A good response demonstrating a reasonable understanding of the requirements and offering assurance to Enterprise Ireland – well supported.
60 – 69%	Acceptable	An acceptable response demonstrating a minimum understanding of the requirements and offering assurance to Enterprise Ireland - satisfactorily supported.
Less than 60% is unacceptable and considered ineligible for further consideration		

Marks between the baselines outlined above can be awarded where responses so merit additional marks.

NOTE 2: Tenderers should note that they must achieve a minimum rating of **60%** for each of the individual qualitative **Award Criteria (B – E)** in order to avoid elimination from the competition. The Contracting Authority will score the qualitative **Award Criteria B-E** first. Where a response to one of the qualitative criteria does not achieve the minimum rating of 60% and will thus be eliminated from the competition and the remaining Award Criteria will not be evaluated. Tenderers should note that each of the qualitative **Award Criteria (B-E)** will be scored in the round, i.e. without any division into sub-criteria.

NOTE 3: Marks **Award Criterion (A)** will be scored in inverse proportion to the maximum score, which

will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

Award Criterion (A):

The scores of the other compliant tenders for Award Criterion A will be calculated using the following formula:

$$\text{Maximum Marks for Costs} \times \text{Lowest Tendered Costs}$$

Costs of Tender being evaluated

- NOTE 3:** Where a page/word limit has been set in relation to an Award Criterion, Enterprise Ireland will only read and evaluate the submission up to the page/word limit. Any information in the response to the Award Criterion beyond the page/word limit will NOT be evaluated.
- NOTE 4:** Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable Enterprise Ireland to assess fully the extent of their offers.
- NOTE 5:** In the event of a tie, the most economically advantageous tenderer will be the Tenderer who has obtained the **highest marks for Award Criterion D.**
- NOTE 6:** Tenderers should note that Enterprise Ireland reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.
- NOTE 7:** Establishment of the frameworks may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting. Performance at such a meeting will not be evaluated.
- NOTE 8:** Tenderers are not permitted to submit any general marketing material as part of their Tender or to attach any documents to their Tender unless they are specifically requested in the specifications and clearly referenced. No hyperlinks are permitted to be included in Tenders and any information accessible through a hyperlink will not be evaluated.

6 INSTRUCTIONS TO TENDERERS

6.1 Submission of Tenders

The Tender Closing Deadline is specified on the title page of this ITT.

Enterprise Ireland is using the postbox facility on eTenders, and it is the responsibility of the Tenderers to ensure that their Tender is complete and is uploaded to eTenders by the Tender Closing Deadline. Tenders that are received late or via other means will not be considered in this Competition. Tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only.

Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform. Tenderers should consider the fact that upload speeds vary. In order to submit a response to the electronic postbox, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that Enterprise Ireland take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.1.1 Accessing documents

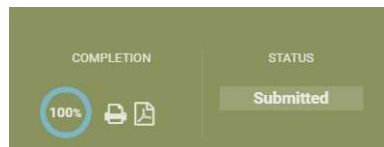
It is important to note that you must ensure you **ASSOCIATE** your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Enterprise Ireland or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CFT Workspace
- (d) In the Show CFT Menu for the competition click on the "Expression of Interest" in the drop down menu
- (e) Complete the "Association with the CFT" tab.

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- (f) This will then provide you with a link to “Tender” under the Show CFT Menu

6.1.2 Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above, you have not submitted your response.

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

DO NOT CLICK “PROCEED WITHOUT ASSOCIATION” – IN DOING SO WE WILL NOT BE ABLE TO TRACK YOUR INTEREST OR COMMUNICATE WITH YOU ABOUT THE COMPETITION AND YOU WILL NOT BE ABLE TO SUBMIT A TENDER RESPONSE.

6.2 Queries and Clarifications

The Tender Clarification Deadline is specified on the title page of this ITT.

All queries regarding this ITT must be through the messaging facility on www.etenders.gov.ie, including any ambiguity, discrepancy, omission or error in the ITT. Please submit queries as soon as possible and, in any event, before the Tender Clarification Deadline. In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all Tenderers remaining in the Competition. Any clarifications issued shall then form part of the ITT.

Enterprise Ireland reserves the right to issue written clarifications and, at any time before the Initial Tender Closing Deadline, to update or amend the information contained in this ITT and accompanying documents. Participating Tenderers will be informed of any such amendment through the eTenders website.

6.3 Query Process for Framework and Contract Terms and Conditions

Please refer to the Framework Agreement (Appendix 1) and the Call Off Terms and Conditions (Appendix 2). It is intended that these terms and conditions will be finalised (with minor amendments, if necessary) during this Query process and responses to such queries will be broadcast on eTenders to all tendering parties. To this end, tenderers should use the query process set out at (b) above to highlight any clauses that they may wish to discuss. Any proposed amendment should be described in clear detail. It will be at Enterprise Ireland's sole discretion to modify the Framework and Contract Terms and Conditions. Enterprise Ireland will not be in a position to subsequently discuss any proposed amendments during the tender assessment process and at framework / contract award stage.

6.4 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, attendance at clarification or other meetings or presentations of proposals shall be borne by and are a matter for discharge by the Tenderers exclusively.

6.5 Extension of the Tender Closing Date

Enterprise Ireland reserves the right, at its sole discretion, to extend the Initial Tender Closing Deadline by giving notice in writing (via eTenders) to all pre-qualified Tenderers no later than six calendar days before the original Initial Tender Closing Deadline.

6.6 Tender Validity Period

To allow sufficient time for the evaluation of Tenders, a Tender Validity Period of 12 months is required, this period commencing on the Initial Tender Closing Deadline by which the Tenders are to be returned.

6.7 Discrepancies between documents

A pdf version of the ITT has been made available on eTenders. This document will be considered as the primary source document in this Competition, word versions of documents where they are provided are being made available to assist Tenderers in responding to the Competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify Enterprise Ireland immediately of any anomaly. Where applicable Enterprise Ireland will issue amended versions.

6.8 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Documents (TRD) when preparing their Tenders. Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this Competition in their Tenders. Where amendments have been identified, Enterprise Ireland may at its discretion eliminate the Tenderer from further consideration.

Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in Tenders being eliminated.

6.9 Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted via the e-Tenders Postbox facility before the closing date and time for receipt of tenders and clearly marked as part of the tender. Any modifications received after the closing time or outside of the eTenders Postbox facility will not be considered.

6.10 Corruption and Collusive Tendering

If any Tenderer is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to this Competition, or for showing or forbearing to show any favour or disfavour to any person in relation to its tender, the tender submitted by such Tenderer shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

Tenderers' attention is drawn to the Competition Act, 2002, as amended, which makes it a criminal offence for tenderers to collude on prices or terms in a public procurement process.

6.11 Confidentiality

After the official opening of the Tenders, information relating to the examination, clarification, evaluation and comparison of the Tenders and recommendations will not be disclosed to Tenderers or other persons not officially concerned with such process until the award decision with the Successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this Competition as private and confidential and shall not disclose the contents to a third party without the permission of Enterprise Ireland.

Any effort by the Tenderer to influence Enterprise Ireland or their staff in the process of examination, clarification, evaluation and comparison of the Tenders and in decisions concerning the award of the Framework Agreement may result in the rejection of that Initial Tender.

6.12 Clarification of Tenders

Enterprise Ireland reserves the right to seek clarification of the Tenders in the course of the evaluation process. No change in the price or substance of the tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected Tenderers may be invited to attend clarification meetings with Enterprise Ireland.

6.13 Form of Tender

Tenderers are required to complete, sign and return the Form of Tender set out as an Appendix to this Invitation to Tender. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.

6.14 Correction of Errors

Detailed pricing of all Tenders will be examined for errors that might alter the tender pricing as determined from the figures in the Pricing Schedule. In general, the following approach will be applied: where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern. The amount stated in the Pricing Schedule will be adjusted by Enterprise Ireland in accordance with the above procedure and shall be considered as binding upon the Tenderer. Without prejudice to the above, a Tenderer not accepting the correction of their Initial tender as outlined may have their Initial Tender rejected. Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the shall take precedence.

6.15 Change in the Composition of a Tenderer

Where a change in composition of a Tender arises, for example, Key Personnel members or consortium members, this must be notified in writing to Enterprise Ireland and formally approved by it.

Enterprise Ireland reserves the right to disqualify any Tenderer that makes any change to its composition after submission of an Initial Tender.

6.16 Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counter offer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

6.17 European Single Procurement Document (ESPD)

We will accept an ESPD if Tenderers wish to submit for this competition PROVIDED THAT they confirm:

(i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in 5.1 above.

6.18 Tax Clearance Certificate

It will be a condition of award of contract that the Successful Tenderer shall, for the term of the Framework Agreement and any Call-off Contract, comply with all EU and domestic tax laws. This applies to both Irish resident suppliers and non-resident suppliers. Tenderers are referred to www.revenue.ie for further information.

Prior to the award of any contract arising out of this Competition, the Successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by Enterprise Ireland or to provide a copy of their Tax Clearance Certificate (where applicable).

By supplying these numbers, the Successful Tenderer, acknowledges and agrees that Enterprise Ireland has the permission of the Successful Tenderer to verify its tax cleared position online.

6.19 Interference and Inducement to Purchase

Any effort by the Tenderer to unduly influence Enterprise Ireland, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of the Framework Agreement shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995, as amended, any money, gift or other consideration from a person holding or seeking to obtain the Framework Agreement will be deemed to have been paid or given corruptly unless the contrary is proved.

6.20 Conflict of Interest

Any conflict of interest involving a Tenderer must be fully disclosed to Enterprise Ireland. Any registrable interest involving the Tenderer and Enterprise Ireland or employees of Enterprise Ireland or their relatives must be fully disclosed in the tender submission or should be communicated to Enterprise Ireland immediately upon such information becoming known to the Tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the Framework Agreement. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995, as amended. Failure to disclose a conflict of interest may disqualify a Tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.21 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the Framework Agreement, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of Enterprise Ireland. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media. Enterprise Ireland will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.22 Right not to Award

Enterprise Ireland does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to cancel the Competition at any time prior to the award of the Framework Agreement and Initial Call-off Contract, to accept or reject in whole or in part any Tender which does not comply with any requirement in this ITT and to eliminate the Tenderer from further participation in the Competition, without prejudice to Enterprise Ireland's right to eliminate a Tenderer in a given case:

- to meet with, raise issues and/or seek clarification, amplification or supplementary information from the Tenderer in respect of the Initial Tender and/or the non-compliance;
- to request the Tenderer to provide Enterprise Ireland with information on items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
- to waive a requirement which, in the opinion of Enterprise Ireland, is appropriate in the circumstances (particularly if it is minor and/or procedural) and to proceed to evaluate such Initial Tender (as applicable) and/or
- to amend the relevant requirements as set out in this ISIT and invite other Tenderers to adjust their respective responses on the basis of such revised requirements.

Provided that no material amendments may be made in a given case where this would give rise to a breach of applicable law.

6.23 Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents submitted and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the ITT.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of Enterprise Ireland, be referred back to the Tenderer for correction or may be rejected. Any subsequent adjustment(s) must be confirmed in writing.

Enterprise Ireland reserves the right to reject incomplete tenders.

6.24 Notification of Initial Tender Evaluations

All Tenderers will be informed of the outcome of their Tenders following the tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Invitation to Negotiate

-
- Letter of Regret
 - Decision not to proceed with the award of the Framework Agreement

6.25 Right to Confirm Suitability

Tenderers should note that Enterprise Ireland reserves the right to confirm that the Successful Tenderer continues to comply with the exclusion grounds and selection criteria set out in the PQQ and that the financial and technical capacity of the Successful Tenderer is valid and unchanged prior to the establishment of the Framework Agreement and any Call-off Contract.

6.26 Award Notices

Following the award of the Framework Agreement, an award notice will be dispatched to the Official Journal of the European Union announcing the results of the Competition. It should be noted that it is standard practice for Enterprise Ireland to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.27 Policy of Personal Debriefings

Based on the provision of the information to unsuccessful Tenderers as outlined above and due to resourcing constraints, Enterprise Ireland will not be offering individual debriefing meetings to unsuccessful Tenderers.

6.28 Intellectual property

The Framework Agreement addresses the intellectual property rights of Enterprise Ireland and the Framework Member. Tenderers are advised to review this fully.

6.29 Brand Names

Please note that where reference is made in this ISIT to a particular make, source, process, trademark, type or patent, this is not to be regarded as a de facto requirement. In all such cases, it should be understood that the reference in question is accompanied by the words "or equivalent".

6.30 Environmental Aspects

Enterprise Ireland is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts.

6.31 Service Audit

Enterprise Ireland reserves the right to undertake a service audit to validate and verify performance against the agreed contract terms. This service audit may be carried out by Enterprise Ireland or a third party on their behalf. In tendering, Tenderers agree to facilitate such audits.

6.32 Knowledge and Skills transfer

It will be a condition of the Framework Agreement that opportunities for the transfer of skills and/or knowledge from the Successful Tenderer's staff to Enterprise Ireland staff will be availed of during the course of any Call-off Contract or prior to the handing over of the finished work/product.

6.33 Currency and Prompt Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under any Call-off Contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of Value Added Tax (VAT).

Payments will be as agreed with the Successful Tenderer and method of payment used by Enterprise Ireland is normally Electronic Funds Transfer (EFT).

Enterprise Ireland adheres to prompt payment legislation and other administrative requirements. In support of this, Enterprise Ireland has signed up to the Prompt Payment Code (PPC). As a signatory of the PPC, Enterprise Ireland encourages all lead suppliers to endeavour to sign up to the Prompt Payment Code. Full details can be found at <http://www.promptpayment.ie/>

Enterprise Ireland also operates in accordance with Directive 2011/7/EU on combating Late Payment in Commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.34 Environmental, Social and Labour Law

In the performance of the Framework Agreement and any Call-off Contract, the Framework Member must comply with all applicable obligations in the field of environmental, social and labour law that apply where the services are provided and that have been established by EU law, national law, collective agreements or by international environmental, social and labour law listed in Schedule 7 of the Regulations.

Tenderers shall be required to include an undertaking in their tenders to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001, as implemented in Ireland by SI No 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify Enterprise Ireland for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under that Directive and Statutory Instrument.

6.35 Accessibility / Dignity at Work

The Successful Tenderer shall comply with all relevant legislation relating to dignity at work. As a public body and employer, Enterprise Ireland is committed to a policy of equality of opportunity for all personnel. Tenderers are asked to note that all goods supplied, and services provided, to Enterprise Ireland must be accessible to persons with disabilities.

6.36 Withholding Tax

Where applicable, relevant payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

6.37 Freedom of Information

Tenderers should be aware that information provided by them during this Competition may be disclosed by Enterprise Ireland under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007.

Tenderers are asked to consider if any of the information supplied by them in response to this ISIT should not be disclosed because of its confidentiality or commercial sensitivity. If this is the case, Tenderers should specify the information that is confidential/commercially sensitive and the reasons for its confidentiality/commercial sensitivity.

Enterprise Ireland cannot guarantee that any information provided by Tenderers, either in response to this ISIT or in the course of any Framework Agreement or Call-off Contract awarded as a result thereof, will not be released pursuant to Enterprise Ireland's obligations under law, including the above legislation or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice or consultation with the tenderer.

Enterprise Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

6.38 Replacement Personnel

Notification must be sent in writing as soon as possible to Enterprise Ireland on any proposed change of Key Personnel included in the Initial Tender, accompanied by details of the proposed change. such

change to be subject to the prior written approval of Enterprise Ireland. Replacement personnel must be of equal or better standing than the existing Key Personnel in terms of qualifications and experience. Any change in Key Personnel is conditional on the prior written approval of Enterprise Ireland.

6.39 Copyright

Enterprise Ireland will have copyright ownership of any material developed for use by Enterprise Ireland under the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.40 Right to Award to More than One Supplier

Enterprise Ireland reserves the right to award the contract to more than one supplier where it considers that none of the tenders meet the full scope of requirements. On that basis award to more than one tenderer will only occur where the components / related costs can be separately assessed.

Enterprise Ireland