



INVITATION TO TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Establishment of Framework Agreement	The provision, support and maintenance of a Digital Platform for Enterprise Irelands Export Development Programmes
Enterprise Ireland Ref.	2025/016
Procedure	Open EU
eTenders Resource ID	6639685
Issue Date	30/09/2025
Closing Date for Queries	17/10/2025 @ 12 noon (Irish Time)
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie see Section 6.2 for details
Closing Date / Time For receipt of Tenders	30/10/2025 @ 15.00 hours (Irish Time)
Submission of Tender Responses	Via the electronic postbox on eTenders on www.etenders.ie see Section 6.1 for details
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	

Contents

1	General Information.....	5
1.0	Disclaimer	5
1.1	Small and Medium Enterprise participation.....	5
1.2	Use of Tender Response Document.....	6
1.3	Summary.....	6
2	About Enterprise Ireland.....	7
3	Scope of the Framework Agreement	8
3.1	Type of Framework Agreement	8
3.2	Numbers Admitted to the Framework Agreement	8
3.3	Duration.....	8
3.3.1	Duration of the Framework Agreement.....	8
3.3.2	Duration of the Initial Call Off Contract	9
3.4	Estimated Value of the Framework Agreement.....	9
3.5	Awarding Contracts under the Framework Agreement	9
3.6	Use of the Framework Agreement.....	9
3.7	SME Participation	9
3.8	Use of the Framework Agreement	10
4	Detailed Scope of the Framework Agreement	11
4.1	Background / context to Requirement.....	11
4.1.1	Target Users of the Digital Export Platform	12
4.1.2	Proposed Client Export Journey supported through a Digital Platform.....	13
4.2	Specification of Requirement for Initial Contract	17
4.2.1	Platform Development Phasing – Get Exporting Programme	31
4.3	Overall Quality, Balance and Management of the Human Resources Proposed.....	32
4.3.1	Development Team	32
4.4	Contract Management	35
4.4.1	Contract Manager	35
4.4.2	Service Level Agreement	35
4.4.3	Invoicing.....	36
4.5	Support & Maintenance	37
4.5.1	Service Levels.....	38
4.5.2	General Maintenance & unplanned Availability.....	39
4.6	Sustainability	40

4.7 Delivery Locations	41
4.8 Pricing	41
4.9 Award to Runner Up	41
4.10 Data Protection	42
4.11 Details of Contracts arising over the life of the Framework Agreement	42
5 Evaluation Criteria	43
5.1 Selection Criteria	43
5.1.1 General, Declarations and Financial Requirements	43
5.1.2 Previous Experience	45
5.2 Award Criteria	47
5.2.1 Methodology for scoring Qualitative Criteria	49
5.2.2 Methodology for calculating the Cost Score	50
5.2.3 Clarification/Verification Meeting	50
5.2.4 Clarification of Abnormally Low Tenders	50
5.2.5 Right to Confirm Suitability	50
5.3 Live Demonstration	50
6 INSTRUCTIONS TO TENDERERS	52
6.1 Submission of Tenders	52
6.1.1 Accessing documents	52
6.1.2 Submitting your Response	53
6.2 Query Process for Framework and Contract Terms and Conditions	53
6.3 Sufficiency & Accuracy of Tender	54
6.4 Tender Documents - Ambiguity, Discrepancy, Error, Omission	54
6.5 Qualification of Tenders and Referential Bids	54
6.6 Extension of Tender Period	54
6.7 Modifications to Tenders prior to the Closing Date for Receipt of Tenders	55
6.8 European Single Procurement Document (ESPD)	55
6.9 Form of Tender	55
6.10 Cost of Preparation of Tender	55
6.11 Tender Validity Period	55
6.12 Currency and Prompt Payments	55
6.13 Confidentiality	56
6.14 Conflict of Interest	56
6.15 Freedom of Information Acts	56
6.16 Data Protection Legislation	57

6.17 Transfer of Data outside the European Economic Area (EEA).....	57
6.18 Service Audit	58
6.19 Tax Clearance Certificate	58
6.20 Withholding Tax.....	59
6.21 Irish Legislation and Law	59
6.22 Clarification of Tenders.....	59
6.23 Correction of Errors	59
6.24 Change in the Composition of a Tender.....	60
6.25 Interference and Inducement to Purchase	60
6.26 Notification of Tender Evaluations	60
6.27 Policy on Personal Debriefings	61
6.28 Award to Runner-up.....	61
6.29 Right to Award to More than One Supplier.....	61
6.30 Replacement Personnel	61
6.31 Copyright	61
6.32 Brand Names, etc.....	62
ANNEX 1: Template Sample Export Advisory Report/In Market Specialist Report	63
Appendix 1 - Framework Agreement	64
Appendix 2 – Call-Off Terms and Conditions	65
Appendix 3 – Data Processing Agreement	75
Appendix 4 - Client Mapping Export Journey	101

1 General Information

1.0 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.

1.1 Small and Medium Enterprise participation

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

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 the Contracting Authority 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.

1.2 Use of Tender Response Document

Please note that information relating to this Invitation to 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.

1.3 Summary

Enterprise Ireland:	Enterprise Ireland
Title	Establishment of a single party framework for the provision, support and maintenance of a Digital Platform for Enterprise Irelands Export Development Programmes
Nature of Requirement	Services
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 (hereinafter referred to as “Enterprise Ireland”) is the contracting authority responsible for this procurement.

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.

As a major capital investor, Enterprise Ireland invests in the most innovative Irish companies through all stages of their growth and connect them to international customers across multiple industries.

Enterprise Ireland works with companies of all sizes, from High Potential Start-Ups to Small and Medium Enterprises (SMEs) up to and including Irish public limited companies (PLCs) providing them with a vast array of supports and services that includes extensive start-up, scaling, innovation and management development programmes, global market reach and diversification opportunities, direct investment, seed and venture capital funding schemes and services, collaboration between clients and the national and international research community, all of which is supported by a highly experienced workforce of 850 across a network of regional office locations in Ireland and 40 overseas locations to help Irish enterprise succeed globally.

Enterprise Ireland has an annual budget of over €500M including a requirement to earn return from investments of over €80M per annum. The exporting companies supported by Enterprise Ireland generate almost €40BN of economic impact in spend.

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.

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

3.3.1 Duration of the Framework Agreement

The framework agreement will be a maximum period of four (4) years, subject to satisfactory performance, business needs and budget 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.

3.3.2 Duration of the Initial Call Off Contract

The Initial Contract will have a duration of two (2) years with the option to extend by further periods of up to one (1) year, up to four (4) years. The extension of the Initial Call Off Contract will be subject to regular review, budgetary constraints and satisfactory performance.

3.4 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €500,000 to €600,000 (excl. VAT) over the lifetime of the agreement.

For information purposes only it is anticipated that the value of the initial contract, including a potential one (1) year extension, will be within the range of €350,000 to €450,000, 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.

3.8 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.

4 Detailed Scope of the Framework Agreement

4.1 Background / context to Requirement

Enterprise Ireland's new strategy '[Delivering for Ireland, Leading Globally \(2025-2029\)](#)' outlines our aims and ambitions for the Irish enterprise base and its purpose to 'Accelerate Sustainable Irish Business'.

The ambition over the next five years is to support Irish exporting companies to make an even greater contribution to the Irish economy through international growth and nationwide employment, with the long-term ambition that exporting Irish companies become the primary driver of the Irish economy.

The OECD and the SME Taskforce established that there was a structural issue in Ireland's internationalisation performance, stating that Ireland had a low '**export propensity**'. Key recommendations from the OECD, SME Taskforce and the Department of Enterprise, Trade and Employment "[White Paper on Enterprise 2030](#)" were made to address this, including the development of a single offering and programme that would support companies in a holistic way to build the capability and capacity to meet the key requirements at each stage of the their export journey. Enterprise Ireland has, under the 'Compete' pillar of our new strategy, committed to **supporting 1,700 additional Irish-owned exporters by 2029**, in collaboration with the Local Enterprises Offices.

Scaling the number of new exporters from the current levels being achieved has been agreed as a national priority as recommended by the SME Taskforce.

A dedicated New Exporters central team has been established in Enterprise Ireland, who will lead out on a New Exporters Accelerator Programme. The programme aims to support non-exporting or early-stage exporting companies, regardless of agency, to build the knowledge, confidence, and strategies needed to succeed in global markets, and achieve their First Time Exports.

A First Time Exporter (FTE) is defined as 'a Company who has achieved exports of €10k and above, for the first time to any export market'. It must be the first time that the company has achieved direct exports of €10k and above, in the previous two (2) years. Northern Ireland is deemed an export market.

Over the last 12 months, Enterprise Ireland has run a pilot new exporters programme called the '[Get Exporting Programme](#)'. Taking the learnings from this recent pilot programme and previous programmes such as Enter the Eurozone and Local Enterprise Office Export

Development Programmes, we have mapped out the following Client Export Journey which will inform the basis for the Programme design.

Client Export Journey:



Given the scale and volume of companies participating in the New Exporters Accelerator Programme concurrently, the implementation of a robust digital platform is essential. During the pilot phase, no formal digital platform was in place. The new platform should facilitate export readiness assessments, enable end-to-end tracking of the client export journey, act as a content hub for relevant course material, webinars etc., and support real-time communication and reporting with all relevant stakeholders.

4.1.1 Target Users of the Digital Export Platform

To effectively support the New Exporters Accelerator Programme, the platform must accommodate **multi-level user access** with the following specifications:

- **Enterprise Ireland New Exporters Programme Team**
Access Level: Full administrative access to all platform functionalities and client data. This should include ability to make minor edits and customisation to both the platform and reporting dashboards, enabling updates and adjustments as required.
- **Appointed Programme Provider – ‘Get Exporting’ Delivery Partner**
Access Level: Full access to manage programme delivery, client engagement, and reporting.
- **Client Users**
Access Level: Single Secure Client Access Only - Up to 500 clients annually, with access tailored to their respective stage within the export journey.
- **Local Enterprise Offices (LEOs)**
Access Level: Approx 31 individual users, each with dedicated login with secure access to their respective client data only. Please note however in some instances up to two (2) staff members in the 31 LEOs may need access to the platform.
- **Údarás na Gaeltachta**
Access Level: Approx 8 individual users, each with dedicated login with secure access to their respective client data only.

- **Enterprise Ireland Client Advisors (CAs)**

Access Level: Approximately 105 users, each with dedicated login with secure access to their respective client data only.

- **Export Advisory Panel Members**

Access Level: Approximately 16–20 users, with access restricted to clients assigned to them for advisory support by the Programme Lead Team.

4.1.2 Proposed Client Export Journey supported through a Digital Platform

The information below outlines in more detail the Client Export Journey through the Get Exporting Programme to provide context for how the Digital Platform will guide and support the management and tracking of clients on the programme. See Client Mapping Export Journey in **Appendix 4** (uploaded separately) for detail and alignment with functionality.

Get Exporting Accelerator – Client Journey Overview

Stage 1: Onboarding & Application

1. Expression of Interest

- a. Clients submit an online registration application via the system, including assessment questions.

2. Application Review

- a. Validation Committee reviews applications offline to determine eligibility for the programme.
- b. If approved, Enterprise Ireland New Exporters team directs to Programme Lead for appointment of Export Advisor.

Stage 2: Export Readiness Assessment

Export Advisor Assignment

- a. Programme Lead assigns an Export Advisor to conduct the Export Readiness Assessment.
- b. New Exporters Team will notify relevant Local Enterprise Office or Client Advisor and request comment via the system (form) to feed into the Export Health Check.

Export Health Check

- a. Mentor conducts a 1:1 session and completes a real-time live 'Export Health Check' and Action Plan (Form & Rating) on the system.

Stakeholder Communication – copy of the Export Readiness Assessment report (hosted on the platform) automatically sent to the relevant LEO or CA.

Stage 3: Fundamentals & Learning Modules

5. Export Advisor Lead Assignment

- a. Programme Lead assigns a pre-approved Export Advisor Lead (clients do not select advisors) to each Client who will work with the client throughout all phases of the programme. Export Advisor will have access rights only to this client details throughout the programme.

6. Webinar Participation & Planning

- a. Programme Lead gives clients access to pre-recorded webinars on export topics as well as templates and tools, which will be hosted on the platform.
- b. Client will be sent an email introducing them to their Export Business Advisor

7. 1:1 Advisory Session

- a. Export Business Advisor will issue proposed calendar invite for 1:1 Advisory Sessions / email timeslots to client (which will be held via Teams/Zoom) but ideally organised and tracked via the system.
- b. After each session, Export Business Advisor will complete a post advisory session report (see template at Annex 1) and progress updates are logged in the system and visible to relevant agency advisor (LEO or CA) and EI New Exporters team.

8. Export Plan

- a. Client completes a templated 'live' Export Market Selection Plan on the system in between 1:1 Advisory Session which can be viewed by the client, export advisor and relevant LEO/CA and Leads as appropriate.

Stage 4: Market Validation

8. Market Specialist Assignment

- a. Once Export Plan finalised, Export Advisor notifies Programme Lead.

- b. Programme Lead assigns an In-Market Specialist to review and validate market selection via 1:1 session with the client.
- c. In-Market Specialist will issue proposed calendar invite for 1:1 Advisory Sessions / email timeslots to client (which will be held via Teams/Zoom) but ideally organised and tracked via the system.
- d. In-Market Specialist completes validation report (see Annex 1 sample template for ref) and progress updates are logged in the system and visible to relevant agency advisor (LEO or CA) and EI New Exporters team.

Stakeholder Communication – copy of the validated Export Market Selection Plan (hosted on the platform) automatically sent to the relevant LEO or CA.

Stage 5: Export Skills Development

9. Webinar Participation & Planning

- a. Programme Lead gives approved clients access to pre-recorded export skills webinars, as well as templates and tools, which will be hosted on the platform.
- b. Attendance of in-person workshops will be tracked on the system also at this phase.

10. 1:1 Advisory Session

- a. Export Business Advisor will continue to work with clients to complete Export Action Plan and issue proposed calendar invite for 1:1 Advisory Sessions / email timeslots to client (which will be held via Teams/Zoom) but ideally organised and tracked via the system.
- b. After each session, Export Business Advisor will complete a post advisory session report (see sample template as guide at Annex 1) and progress updates are logged in the system and visible to relevant agency advisor (LEO or CA) and EI New Exporters team.

11. Export Action Plan

- a. Client completes a templated 'live' Export Action Plan on the system in between 1:1 Advisory Session which can be viewed by the client, export advisor and relevant LEO/CA and Leads as appropriate.

12. Export Plan Evaluation

- a. Export Action Plan (hosted on the platform) evaluated and reviewed by the EI New Exporters team to approve readiness for in-market validation and discovery phase.

Stakeholder Communication – copy of the finalised Export Action Plan automatically sent from the platform to the relevant LEO or CA.

Stage 6: Market Engagement

13. In-Market Specialist for Market Engagement

- a. In-Market Specialist from Phase 4 supports the client in preparing for and conducting discovery meetings.
- b. In-Market Discovery and Validation Meeting Reports (see Annex 1 as sample template reference) and progress updates are logged in the system.

Stage 7: Programme Completion

14. Programme Completion

- a. Clients complete the programme, including up to 9 mentoring days.

15. Final Feedback & Recommendations

- a. Clients receive a final Export Advisor feedback report with key next steps and actions.

16. Client Feedback

- a. Clients completes feedback form at the end of the programme and at key stages throughout.

Stakeholder Communication – copy of the finalised Export Advisor Feedback Report sent from the platform to the relevant LEO or CA.

4.2 Specification of Requirement for Initial Contract

This Competition offers interested service providers the opportunity to participate in a competition for a place on a single-party framework agreement (the “Framework Agreement” or “Framework”) for the provision and support of an Export Development Digital Platform. Please note Enterprise Ireland is **seeking an existing, proven solution or platform that can be configured or adapted** to meet the requirements outlined below, rather than a fully bespoke development.

The Framework Agreement will be established on foot of a competition for an initial call-off contract for the provision and support of the Export Digital Platform. The initial call-off contract will be awarded to the successful tenderer shortly after the formal establishment of the Framework Agreement.

The use of screen shots and visual presentation of functions and services would be preferred (where required), while using cross-referencing words such as “As Above,” “Ref: Requirement X” or “See Requirement X for details” or including links to websites should be avoided.

The table below sets out Enterprise Irelands platform requirements. Tenderers must respond to each of the requirements, including sub requirements set out, as indicated, using the Tender Response Document

For clarity, and in line with the ‘Get Exporting’ Programme launch timings, Enterprise Ireland anticipates that the full platform design and development will be delivered in stages. Please refer to section 4.2.1. for further detail.

Tenderers are required to use the separate Tender Response Document for their responses and tenderers should, where relevant, provide screenshots of their proposed system within their response document.

Tenderers are required to provide as part of their response a full project plan. This plan should address how the tenderer proposes to implement, plan, onboard and support an Employee Engagement platform. Enterprise Ireland anticipates that the project will commence in November 2025 with Stage 1 delivered in January 2026.

The following section describes the requirements for the provisioning, development and delivery of a digital platform.

Tenderers are required to provide responses to each of the requirements listed in this document using the Tender Response document, provided separately. Each response must display the reference number and the section title of the function.

Tenderers must submit a detailed description in response to each of the requirements C1 to C14 (including all sub sections) which demonstrates in a clear and comprehensive manner how they will meet the requirement.

A mere affirmative statement by the Tenderer that it can/will meet a requirement, or a reiteration of the requirement is NOT sufficient in this regard.

Where requirements have a '**must**' this indicates a minimum requirement, and these will be assessed on a pass/fail basis. Tenderers must provide a response to all minimum requirements which will be assessed on a pass/fail basis. Where no response or the response does not sufficiently address the subject matter of the requirement the tenderer may be eliminated from the competition

For each minimum (Pass/Fail) requirement listed below:

- If a Tenderer can fully meet the requirement, they must demonstrate in a clear and comprehensive manner how they will meet the requirement.

Tenderers may be required to carry out a live demonstration of their current system to verify that it meets the 'must' requirements. Tenderers are referred to Section 5.3 for details.

- If a Tenderer cannot fully meet the requirement, then they will be eliminated from participating in this Competition and should not respond to the tender.

Please note: Enterprise Ireland reserves the right to clarify any aspect of the tender response.

REF	SPECIFICATION
Requirement 1: Digital Platform: Core Functionality	
C1.1	Enterprise Ireland requires tenderers to provide comprehensive details of the key functionalities included in their proposed solution, giving a detailed overview of their platform's core features. Tenderers are referred to the attached PDF Appendix 4 for an indicative, but non-exhaustive, list of technical functionalities overlayed against the Client Export Journey.

Requirement 2: Client Onboarding & Application

C2.1	Tenderers in their response must demonstrate how the platform will provide a public-facing, professionally branded landing page for the "Get Exporting Programme", and that the page content can be editable by an administrator. Tenderers should outline what Enterprise Ireland can customise in terms of a homepage for the programme.
C2.2	Tenderers in their response must describe how the platform will feature a secure client registration and login portal. In the absence of Single Sign-On (see Requirement C9.2), tenderers must address in their response how the system will enforce strong password policies and offer a "forgot password" and other self-service workflow.
C2.3	Tenderers in their response must describe in detail the platform's online application form capabilities. The form builder must be configurable by an administrator without requiring developer intervention and should support the following: (i) Multi-Page Structure: The ability to break the application into logical, sequential sections or pages, with a clear progress indicator (e.g., "Step 2 of 5") visible to the applicant. (ii) Diverse Field Types: Support for a comprehensive range of field types, including but not limited to: single-line text, multi-line text areas, numeric fields, dropdown menus (single and multi-select), radio buttons, checkboxes, date pickers, and secure file uploads (e.g., for business plans or financial documents). (iii) Advanced Validation Rules: The ability to set custom validation rules on a per-field basis. This must include making fields mandatory, validating email address format, enforcing numeric or character limits, and validating against specific patterns (e.g., Irish phone numbers, Eircodes). (iv) Dynamic Conditional Logic: The form must support dynamic fields. Tenderers must describe how the form can show or hide subsequent questions or entire sections based on an applicant's previous answers. For example, if an applicant selects "Services" as their business type, a specific set of questions related to service delivery should appear.

	(v) Save and Continue: Applicants must have the ability to save their in-progress application and return later to complete it before final submission. Tenderers should set out how each of these five (5) requirements will be achieved.
C2.4	Tenderers in their response must describe the platform's email functionality. This description should address how the system can automatically generate and send emails at key trigger points (e.g., application submitted), that administrators can trigger manual emails, details of the email service used, and confirmation that all email content is fully customisable by an administrator. See C6.1 for more information.
C2.5	Tenderers in their response must outline the minimum browser versions supported by their proposed platform. The proposed platform must work on all the latest versions of mainstream internet browsers (e.g. Edge, Chrome, Firefox or equivalent).

Requirement 3: Client and Programme Management

C3.1	Tenderers in their response must describe the centralised administrative dashboard. The description at a minimum should address how the dashboard will provide at-a-glance, customisable widgets for key statistics (e.g., number of clients per programme phase, pending applications, upcoming deadlines). The proposed platform should also feature a powerful, searchable, and filterable list of all clients, with filtering capabilities based on client name, company, assigned advisor, LEO/Agency, and programme status.
C3.2	Tenderers in their response must detail the functionality for assigning roles. The response must include how an administrator can assign an Export Advisor or In-Market Specialist to a client from a pre-approved list. The system should support the ability to re-assign roles and maintain a clear, auditable history of all assignments, including who made the change and when.
C3.3	Tenderers in their response should describe how the system will visually track and display client progress through the Get Exporting programme.

	This could be a timeline, progress bar, checklist, or Kanban-style view. This visual tracker should be visible on the client's profile and clearly delineate between completed, current, and future programme phases. It should also show the status of key milestones and deliverables within each phase (e.g., "Export Health Check: Submitted").
C3.4	Tenderers in their response must describe how the system will track the status of each client e.g Active, Inactive, Paused, Awaiting further info.
C3.5	Tenderers in their response should detail how private notes can be assigned to client records on the proposed platform. These notes should only be visible by specific back-office roles and/or administrators of Get Exporting.
C3.6	Tenderers in their response should detail how the platform supports "live" digital documents or forms. This should include the use of pre-defined forms or document templates (e.g., for the Export Market Selection Plan) that can be auto-populated with client data from their profile. The system should track the status of each document (e.g., Not Started, In Progress, Submitted for Review, Approved) and support version history, allowing users to view or restore previous versions.
C3.7	Tenderers in their response should describe the permission model for these "live" documents. This should confirm that clients and their assigned advisors have edit rights, while other stakeholders (e.g., LEOs, Programme Leads) have view-only access. The system should include a commenting and annotation feature, where all comments are timestamped, attributed to the user who made them, and trigger a notification to the document owner(s).

Requirement 4: Content and Learning Management

C4.1	Tenderers in their response must describe the e-learning modules' content management capabilities. This should include confirmation of an administrative interface for uploading and managing various content types (e.g., video, PDF, web links etc). Tenderers should also describe how content can be organised into a structured library using modules, categories, or tags to facilitate easy navigation for clients.
C4.1	Tenderers in their response must detail the content access control functionality.

	This should include the ability for administrators to create defined learning paths, assigning specific modules or content items to clients based on their programme phase. Tenderers should also describe the ability to assign content based on other client attributes (e.g., industry sector) or to individual clients on an ad-hoc basis.
C4.3	Tenderers in their response must describe the system's reporting capabilities for client engagement with learning materials. This should include tracking metrics such as video watches and/or video completion rates, live documents. If the platform supports quizzes or assessments, tenderers should confirm that scores and completion statuses are tracked and visible to administrators. These activities must be reflected on the client's progress profile.
C4.4	Tenderers in their response should detail how the platform can support the tracking of attendance for in-person or virtual live events (e.g., workshops). This should include an interface for an administrator to mark clients as "Attended," "Absent," or "Registered," and this status should be reflected on the client's progress profile.

Requirement 5: User Roles and Permissions

C5.1	Tenderers in their response must describe how the proposed solution's role-based access control (RBAC) system will be configured and managed by an administrator. The description should address how the system can securely and effectively enforce the specific permissions and restrictions outlined for each user role below.
C5.2	Client: Tenderers should describe how the client role will have the following permissions: • Profile Management: Ability to view and edit their own contact and company profile information. • Dashboard View: Access to a personalised dashboard showing their current programme phase and information about the programme. • Document/form Interaction: Full create, read, update, and delete (CRUD) permissions on their own "live" documents or forms.

C5.3	Programme Lead / New Exporters Team (Admin): Tenderers should describe how the "super user" role will have global permissions, including: • User Management: Full CRUD permissions for all user accounts of any type (Client, Advisor, etc.). • System-Wide Access: Unrestricted access to view and edit all client profiles, forms, reports, and data across the entire platform. • Configuration: Ability to manage all system settings, including branding, form templates, email templates, and user roles. • Reporting: Full access to all reporting and analytics dashboards with the ability to export any data set.
C5.4	Export Advisor / In-Market Specialist: Tenderers should describe how this role is strictly firewalled to assigned clients, with permissions including: • Restricted View: Can only view the profiles, forms, and data of clients they have been explicitly assigned to by an administrator. They must not be able to see or search for any other clients on the platform. • Document/Form Review: Ability to view, comment on, and edit their assigned clients' forms or documents. • Form Completion: Ability to complete and submit specific forms related to their role (e.g., Post-Advisory Session Report, Market Validation Report).
C5.5	LEO / Client Advisor (Stakeholder): Tenderers should describe how this role has restricted, view-only access, addressing each of the following: • Portfolio View: Access is limited to a pre-defined portfolio of clients. They can view a list of their assigned clients and their high-level progress. • Read-Only Access: Can view the full profile, progress status, and key reports for clients within their portfolio but cannot edit any information. • Commenting: Ability to add comments to specific forms or documents where permitted by an administrator, to provide feedback into the process.

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Requirement 6: Communication and Collaboration

C6.1	Tenderers in their response should describe the platform's integrated email engine. The description should address the platform's ability for administrators to create and manage customisable email templates using a rich text editor with personalisation placeholders. The system should support both automated, trigger-based emails (e.g., upon phase completion) and manual bulk emails to segmented user lists (e.g., all clients in a specific sector). Tenderers should also provide details on email deliverability, tracking (opens, clicks), and provide a full audit log of all communications sent from the platform.
C6.2	Tenderers in their response should describe how the platform may facilitate meeting management between clients and advisors. This could include an interface for advisors to propose meeting slots, which clients can accept or decline, or integration with external calendars (e.g., Outlook, Google Calendar) by providing downloadable .ics files. Automated email reminders for upcoming meetings for both parties is a favourable feature.
C6.3	Tenderers in their response should describe the platform's flexible survey and form builder. This should include the ability for an administrator to create custom feedback forms and surveys using a variety of question types (e.g., rating scales, multiple choice, open text). The system should ideally support the ability to trigger these surveys automatically at key programme milestones (e.g., post-advisory session, programme completion) and allow for the tagging of internal stakeholders on forms to notify them for review or comment.
C6.4	Tenderers in their response should describe if the platform includes a secure in-platform messaging or notification centre. This feature would allow for direct, auditable communication between clients, their assigned advisors, and programme administrators, separate from email. Favourable features include real-time notifications for new messages and an unread message indicator.
C6.5	Tenderers in their response should describe how e-mail communications between the Get Exporting team and the client can be suspended or disabled. This can be at the request of the client (opting out of e-mail communications) or at the request of the Get Exporting team.

Requirement 7: Reporting and Analytics

C7.1	Tenderers must clearly demonstrate the reporting and analytics capabilities of their proposed platform. At a minimum, your response should address how the solution can deliver: • Comprehensive Reporting Dashboard A centralised dashboard providing an overview of all participating companies across each phase of the programme. • Advanced Segmentation Capabilities The ability to segment and filter data by: ○ Agency (e.g. LEO, Enterprise Ireland, Údarás na Gaeltachta) ○ Company profile (e.g. size, turnover, export sales, employees) ○ Sector ○ Target markets (e.g. UK, US, EU) ○ Programme progression (e.g. number of companies that have completed Phase 3) • Detailed Activity Tracking and Reporting Functionality to track and extract reports on e.g.: ○ Workshop attendance ○ Online webinar completion rates ○ Advisory service hours (broken down by advisor)
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Requirement 8: User Experience (UX) & Accessibility

C8.1	Tenderers in their response must describe the platform's whitelabeling capabilities. This includes the ability for an administrator to easily update the platform's logo, colour scheme, and other branding elements to align with Enterprise Ireland guidelines without requiring developer intervention.
C8.2	Tenderers in their response should describe their design and prototyping process and how they can carry out bespoke design or templating, for the user interface. This should include details on how they ensure the final interface is clean, modern, professional, and intuitive for all user roles, requiring minimal training.

	Tenderers should provide examples of user journey mapping, wireframes, or high-fidelity mock-ups.
C8.3	Tenderers in their response must describe how the platform will provide a seamless and fully functional experience across desktop, tablet, and mobile devices. Tenderers should address in their response their testing strategy, specifying the range of browsers, operating systems, and device types (including portrait and landscape orientations) they test against to ensure consistent usability.
C8.4	Ireland is mandated by legislation to ensure all platforms and content are accessible to all. Tenderers in their response should describe how their solution is designed to be accessible to differently abled users (including those with visual, auditory, motor, and cognitive impairments) in compliance with WCAG (Web Content Accessibility Guidelines) and meets WCAG 2.1 AA Standard at a minimum. The tenderers response to this requirement should at a minimum address the following • Video and Media Content Accessibility – Describe if and how your solution includes accessible features such as captions, audio descriptions, and transcripts to ensure all video and media content is accessible to all learners. • Text and Document Accessibility – Describe if books, articles, and other text-based content support screen readers and include accessible features such as zoom in/out, adjustable text size, background colours, and other relevant accessibility features. • Audiobook Accessibility—Detail whether your solution provides captioning and transcripts for audiobooks and narration speeds where applicable. • Interactive elements – Describe if interactive elements (such as quizzes, simulations and games) can be navigated using a keyboard and other relevant accessibility features. • Other Formats – Describe if and how your solution includes accessibility features for other formats, such as illustrations, flowcharts, and quizzes.

	the steps taken by the Tenderer to ensure adherence to the WCAG 2.1 AA requirements. The tenderer's response can include screenshots and/or visual representation.
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Requirement 9: Technical Requirements

C9.1	Tenderers in their response must confirm the platform is built on a secure architecture that complies with GDPR. They must confirm that all data is encrypted both in transit (using a minimum of TLS 1.2) and at rest (using a minimum of AES-256 or equivalent).
C9.2	Tenderers in their response should indicate if the proposed solution is configured for Single Sign-On (SSO) for Enterprise Ireland staff and stakeholders via Azure B2C. If so, details of the supported protocols (e.g., SAML 2.0, OpenID Connect) must be provided. In the absence of SSO capability, or for external users (clients, advisors), tenderers must in their response demonstrate how user accounts are protected, detailing configurable password policies (e.g., minimum length, complexity, history, expiry) and mandatory multi-factor authentication (MFA) options (e.g., authenticator app, SMS).
C9.3	Tenderers in their response must describe their processes for proactive security management. This could include details on regular vulnerability scanning, annual third-party penetration testing, and the Service Level Agreements (SLAs) for remediating identified vulnerabilities based on their severity (e.g., Critical, High, Medium, Low). Tenderers should note that Enterprise Ireland reserves the right to have a third party carry out penetration testing on their behalf.
C9.4	Tenderers should in their response provide details of any relevant independent external security audits that have been conducted on any system or infrastructure that will hold or process Enterprise Ireland information including vulnerability assessments or penetration tests
C9.5	Prospective tenderers must provide details of arrangements for migrating data out of the proposed platform, including mechanisms for secure and non-recoverable deletion of all data, and removal of audit trail/log data
C9.6	Prospective tenderers should provide details of their risk management strategy and how it specifically relates to cyber and information security and their processes for reviewing risk levels and the effectiveness of existing controls.

C9.7	Tenderers in their response should describe how the system will maintain a comprehensive and immutable audit log of all user actions. Tenderers should specify what actions are logged, for example, user logins (successful and failed), data creation/modification/deletion, document uploads/downloads, report generation, and changes to user permissions.
C9.8	Tenderers in their response must detail the proposed hosting environment, confirming it is physically located within the EU. They should describe the architecture's scalability and performance monitoring capabilities to ensure a consistently responsive experience for all users.
C9.9	Tenderers in their response must provide details on their backup and disaster recovery procedures. This must include their Recovery Point Objective (RPO) and Recovery Time Objective (RTO). Tenderers must also describe their DR testing policy, including the frequency and type of tests conducted, as well as annual uptime statistics.

Requirement 10: Integration

C10.1	Tenderers in their response must outline the platform's capability to integrate with third-party systems. They should confirm the availability of a well-documented, secure (e.g., using OAuth 2.0) RESTful API or alternative interface that allows for programmatic access to key data entities (e.g., clients, forms, reports). Tenderers should outline data flow both in and out of their platform.
C10.2	Tenderers should describe their approach, with reference to previous projects, to integrating with external systems, such as CRM platforms (e.g., Salesforce, Dynamics 365), video conferencing tools (e.g., Microsoft Teams, Zoom), and financial systems.

Requirement 11: Project Planning and Implementation

C11.1	Tenderers in their response must outline their proposed project management methodology (e.g., Agile, Waterfall). This must include details on the project governance structure, communication plan (including frequency and format of
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	progress meetings), change management process, and risk management approach.
C11.2	Tenderers in their response must provide a detailed project plan (e.g., Gantt chart). This plan must clearly define all project phases (e.g., Discovery, Design, Development, UAT, Go-Live), key milestones, dependencies, and specific deliverables associated with each phase. Please upload this Gantt chart as a separate document with your response.
C11.3	Tenderers in their response should describe their Testing and Quality Assurance (QA) strategy. The response should include the plan for User Acceptance Testing (UAT), including how they will support Enterprise Ireland in developing test scripts and managing the UAT process.
C11.4	Tenderers in their response should include a comprehensive training plan tailored to each user role. The plans must outline the delivery methods and specify the training materials that will be provided, such as user guides and quick reference cards.
C11.5	Tenderers in their response should describe their proposed approach for migrating existing data from the pilot programme (e.g., from spreadsheets or other systems) into the new platform, if required. The response should be supported by reference to previous projects.

Requirement 12: Set up, Structure, and Maintenance

C12.1	Tenderers in their response should set out details on the licensing model and support model for the proposed solution, which at a minimum must address the following: a) Describe how licensing works e.g. annual reset or over the lifetime of contract recognising staff turnover. b) Describe your flexibility and scalability - i.e. revise numbers of users upwards and downwards to facilitate movement of workers without impacting the service (e.g. interns are employed for one year, graduates for two years, contract workers) c) List any software or other licence agreements (including third-party Licence agreements) that must be signed by Enterprise Ireland before the commencement of the contract.
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	d) Specify any additional fees, such as setup fees, maintenance fees, or usage fees Tenderers are not required as part of their response to this section to set out their pricing structure. All pricing must be set out separately in the TRD-PS (uploaded separately as an excel workbook).
C12.2	Tenderers in their response should describe how reporting will work, which at a minimum should address the following a) Provide details on the types of reports that can be generated by the EI New Exporter team and the Appointed Programme Provider and pulled into from the platform, such as completion rates, assessment scores, participant progress, advisory sessions progression, user engagement, and time spent on export plan. b) Provide examples of visualisations and reports that can be generated, such as charts, graphs, and tables. c) Outline how the tenderers proposed solution can customise reporting from the dashboard/console (e.g. ability to change view and layout of reports for ease of review and use) d) Describe any additional reporting features available outside of the Export Digital Platform, such as standalone reporting tools or analytics platforms. e) Provide screenshots of the reporting interfaces and dashboards, showcasing key features and functionalities.
C12.3	Tenderers in their response should provide details on how their proposed platform can manage the personal data of a user and how it could remove their personal identifiable information in a way that does not compromise the integrity of reporting (e.g., when a user leaves Enterprise Ireland). The Tenderer's response can include screenshots and/or visual representation.

Requirement 13: Support

C13.1	Tenderers in their response should provide comprehensive details on the ongoing support for the proposed Digital Export Platform. The tenderers response to this requirement must at a minimum address the following:
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	a) Support Team – Describe the support structure that would be in place to assist admins/super-admin. b) Documentation - Describe how the tenderer will provide detailed user guides, manuals, and FAQs to help end-users navigate the platform and troubleshoot common issues. c) Live Support Options – Detail the live support options, such as chat support and phone or email support, and describe time response expectations. d) Define expected response times for different types of support requests (e.g., critical, high, medium, and low priority). The response can include screenshots and/or visual representation. See ITT, Section 4.5 below.
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Requirement 14: Service Delivery of Cloud Hosted Solution

C14.1	Tenderers in their response should provide details on each of the following: a) System availability and notification periods (e.g., available 24 hours a day, 365 days a year, notice periods if service should be unavailable). A minimum uptime of 98% is required. b) How service redundancy, system capacity, and backups are managed. c) Updating procedures for new enhancements and updates that become available.
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4.2.1 Platform Development Phasing – Get Exporting Programme

To align with the launch timeline of the **Get Exporting Programme**, Enterprise Ireland anticipates that the full platform design and development will be delivered in **stages** over the duration of the framework agreement. The majority of core functionality is expected to be delivered under the **Initial Contract**.

Outlined below is an **indicative phasing schedule**, representing the **minimum service delivery requirements (subject to change and agreement at kick off / design phase)**. However, tenderers are encouraged to propose **accelerated delivery timelines** where feasible, in line with their proposed resourcing plans and capacity.

Stage 1:	Initial Go Live
Timeline:	31st January 2026
Output, including relevant training of key users	'Get Exporting' Branded Landing Page Client Registration Form Functionality

	Export Readiness Assessment Functionality Multi-User Access Levels Auto-generated Email Functionality Hosting of Video Content, PDF, Word & Excel Documents for download or visualisation Initial support provided by Tenderer
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Stage 2:	Programme Management Support Go Live
Timeline:	31st March 2026
Output, including relevant training of key users	All platform requirements as set out in this Section 4. Full support and maintenance live.
Stage 2A:	Hypercare Period
Timeline:	up to 30th June 2026
Output, refining platform and troubleshoot initial issues to ensure alignment with programme delivery requirements e.g. minor changes to workflows, required by the tenderer	

4.3 Overall Quality, Balance and Management of the Human Resources Proposed

4.3.1 Development Team

The Tenderers development team will play a crucial role in delivering the platform with the functional requirements set out in Section 4.2 above.

The proposed development core team must at a minimum include, but is not limited to, the following roles:

- Senior Project Manager (Min 5 years' experience)
- Project Manager: (min 2 years' experience)
- Senior Developer: (Min 6 years' experience)
- Developer: (Min 3 years' experience)
- QA/Test Manager: (Min 5 years' experience)
- Training Manager: (Min 2 years' experience)

Please complete the CV tables in the Tender Response Document noting that multiple roles may be fulfilled by the same person. Where multiple roles are fulfilled by one person, please ensure each CV reflects their experience against the required role.

4.3.2 Tenderers should note that the Contracting Authority considers that the availability of suitably trained and experienced personnel is vital to the successful delivery of the Services. Framework Members should have sufficient replacement personnel (of at least equal quality and experience to those allocated to the Services) available so as to avoid interruption or delay to the Services for any reason, including but not limited to such occurrences as illness or holidays.

4.3.3 It shall be the responsibility of the Contractor to ensure that all required training is provided to all resources, training records are retained, and copies provided to the Contracting Authority as required.

Tender submission requirements Award Criterion D - Overall Quality, Balance and Management of the Human Resources Proposed

Tenderers in their response must address each of the following:

- (i) Tenderers must submit CVs (not to exceed two (2) A4 pages each and using the format in the TRD) for the core team resources proposed for the roles set out in section 4.3.1 above, clearly setting out their individual roles, responsibilities and relevant experience and how the individual(s) will add value to the delivery of the contract.
- (ii) Separately Tenderers must complete the Resource Allocation table in the TRD indicating the time commitment for each of the core team resources proposed for the delivery of Stage 1 and Stage 2 and include the number of support and maintenance resources required. The resource allocation table must also indicate whether the

resources are the tenderer's own and/or contractor and/or third party.

- (iii) Tenderers must submit as part of their tender response a contract specific organisational structure reflecting the management structure and all resources proposed, including contractors and/or third party. In addition, tenderers should address how this management structure will support the delivery of the services set out in, section 4.2 scope of requirement; and
- (iv) Tenderers shall submit as part of their tender a response demonstrating how they will have sufficient replacement personnel (of at least equal quality and experience to the core resources) available, so as to ensure that the services will not be interrupted or delayed for any reason. Tenderers are reminded that Enterprise Ireland considers that the availability of suitably experienced personnel is vital to the successful delivery of the services. As part of their response, Tenderers should set out the numbers of replacement personnel available to them in the same areas of expertise as each of the core resources.

Enterprise Ireland will be assessing (i) and (ii) above on the balance of the resources proposed (both in terms of seniority and in terms of coverage of the service requirements) and their relevant experience in terms of coverage of the service requirements.

Enterprise Ireland will be assessing the responses to (iii) and (iv) above on the level of confidence they give the Contracting Authority that the service will be high quality and continuously available.

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.

This Criterion will be assessed on the totality of the response.

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

4.4 Contract Management

4.4.1 Contract Manager

Enterprise Ireland requires tenderers to nominate a contract manager (who may be one of the team members proposed in Section 4.3 above) 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 account 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
- 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.

4.4.2 Service Level 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 service to Enterprise Ireland and

should address the execution, performance, monitoring and delivery of the platform and services required.

Please also refer to section 4.5 below Support and Maintenance - Service Level Management.

At a minimum, the proposed SLA should provide a detailed strategy for handling the following aspects of service delivery:

- Project Management approach.
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting.
- Outline of data controls and data management procedures.
- Communication Plan and Escalation Procedures.
- Formal Complaints Procedure.

The draft SLA provided should also include:

- A draft Risk Register
- Provide samples of the various reports available to Enterprise Ireland that you propose to employ for this project, indicating their proposed frequency.
- Detail your standard response times to requests received from Enterprise Ireland, including your approach to urgent queries. Please reference the service level management table in this section 4.5 (below) and if response/resolution times differ from the table please indicate how and why they are different.

4.4.3 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.

Tender submission requirements Award Criterion C – Contract Management

Tenderers in their response must address each of the following:

- i) Provide a CV for the nominated Contract Manager, using the template in the Tender Response Document demonstrating their relevant contract management experience.
- ii) Identify a deputy Contract Manager

- iii) Their proposed Service Level Agreement addressing each of the requirements set out in Section 4.4.2 and requirements in Section 4.5

This criterion will be assessed on the totality of the response.

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 Support & Maintenance

The successful tenderer will be required to provide all support and maintenance for the platform and are expected to respond in a timely fashion to queries, bugs and incident reports submitted by Enterprise Ireland.

Hours of Support – Required at a minimum between the hours of 9:00am to 5:00pm (local Irish time), Monday to Friday excluding Irish bank and public holidays.

Service Level Management - The requirements for minimum initial response and incident resolution times are detailed in the table below. Please also see section 5.8 below.

Definition	Response Time	Resolution provided/time to fix (RTO)
Priority Level 1 – Critical Service Effecting Issues: An issue that has the potential to cause a full-service outage, or an issue causing considerable operational impact resulting in the intermittent failure of any critical function of the platform or service. Including any impact in downstream data processing and/or data quality, or a gap in service availability during a critical window of client service delivery. Immediate and continuous effort is required of the successful Tenderer until the service level has been restored to pre-incident operation. As these are business imperative faults, they are likely to require considerable redeployment of the Successful	15 Minutes	4 hours

tenderer's support resources and escalation for management awareness is required by both sides in order to progress.		
Priority Level 2 – Functional Issues: System not working as designed with one of the following impact levels: a) On a business process directly but for which an alternative process is available or defined. b) On a process that is noncritical to the business flow of the online services; and c). On a business process that is not time-critical but that is central to the workflow of Enterprise Ireland	1 hour	12 hours
Priority Level 3 – Noncritical Issues: One or more elements of the System not working as designed but which does not impact on a business-critical process or impact is limited to a very small number of clients/external users.	2 hours	5 Business Days
Priority Level 4 – Standard Queries	3 Business Days	10 Business days

Hypercare - Following Go-Live: Hypercare is required for a minimum period of 4 weeks following each project Phase (x 3) Go Live. The Go Live Criteria for each phase will be agreed between Enterprise Ireland and the Provider as part of the initial kick-off meetings. .

Enterprise Ireland's assumption regarding Hypercare: the successful tenderers implementation team are available to quickly resolve issues as they arise working with the EI team during the Hypercare period and to implement permanent fixes where possible to said issues. Agreement on what constitutes the successful completion of the Hypercare period should be agreed in advance of the Hypercare period commencing.

4.5.1 Service Levels

Following its Go-Live Date, the proposed solution is required to be available for operational use by Enterprise Ireland 24/7/365.

The target solution availability Rate is 99.9%. A minimum system availability rate of $\geq 99.7\%$ is expected.

4.5.2 General Maintenance & unplanned Availability

- (i) The successful tenderer shall use appropriate techniques to ensure that periods when the platform is unavailable (including general maintenance) are kept to the minimum.
- Subject to (i) above, the maximum duration of any one period of planned unavailability shall be 8 hours for general maintenance and 12 hours in the case of installation of upgrades. All planned unavailability must be outside of normal service time.
- Subject to (i) above, the maximum total of all planned unavailability in a quarterly measurement period shall be 12 hours and in an annual measurement period shall be 48 hours, unless previously agreed in writing to Enterprise Ireland.
- When planned unavailability is required, the successful tenderer shall provide the following prior notice. Where a planned unavailability period is less than 8 hours, a minimum of 15 days prior notice is required; for all planned unavailability above 8 hours a minimum of 30 days prior notice is required.
- When providing notice for planned unavailability, the successful tenderer shall advise Enterprise Ireland of the following:
 - Elements of the platform to be unavailable
 - Impact on system users/processes
 - Reason for unavailability
 - Estimated period of unavailability
 - Plan for work to be done during unavailability
 - Service personnel participating in the work
 - Any third parties participating in the work
- Testing procedure to determine success or failure of the change and regression testing to ensure no other core or customised functionality fails testing; and

- Recovery plan to be used if the work cannot be completed in the time allowed or if the work is unsuccessful.

If the successful tenderer no longer requires the planned unavailability, the successful tenderer shall notify Enterprise Ireland at least one day in advance of the previously agreed date for the planned unavailability

4.6 Sustainability

Enterprise Ireland is committed to its strategic agenda on sustainability planning and wider Environmental, Social and Governance (ESG) considerations (incl. social impact strategy). It is important to Enterprise Ireland that it considers the sustainability of its own business activities and wider ESG standards. These can cover a range of activities, business obligations (e.g. regulatory requirements), 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).

Tender submission requirements for Award Criterion E - Sustainability

Tenderers in their response should provide information on the proposed ESG initiatives for the provision and support of the service in terms of social and environmental sustainability as follows:

- describe the measures and steps that your organisation will implement for the term of this framework which will promote environmental sustainability and reduce any harmful impact on the environment associated with delivering the relevant services.
- describe measures and steps that your organisation will implement for the term of this framework which will promote social impact/inclusion associated with delivering the relevant services.
- clearly outline how these initiatives will be monitored and measured in terms of their impact. Any relevant organisational policies/standards should also be referenced.
- describe initiatives which support the circular economy that your company will carry out for the term of this framework. These must be specific to the services under the framework.

4.7 Delivery Locations

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

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.

Tenderers will be required to carry out the platform development stages of the initial contract for a fixed fee (excluding VAT). Fixed annual fees for the ongoing support and maintenance of the platform (from Stage 2 Go Live) are also required together with a rate card setting out the maximum daily rates. Please note that the rates applied to calculate the fixed fees should not exceed the rates set out in the rate card.

Thereafter prices will only be considered for review in consultation with Enterprise Ireland, any increases will not exceed inflation as per the Irish Central Statistics Office, Consumer Price Index.

4.9 Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, Enterprise Ireland reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period.

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer; Enterprise Ireland reserves the right to award the initial contract to the Framework Member with the next highest score based on the original competition, at any time during the tender validity period.

If, following the award of any call-off contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of Enterprise Ireland; Enterprise Ireland reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

4.10 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, Tenderers are required to enter into a Data Processing Agreement with Enterprise Ireland (Appendix 3). The Data Processing Agreement (DPA) includes Appendix 1 Data Processing Annex that Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in Appendix 3. tenderers should familiarise themselves with the entire agreement and its obligations. **In particular attention is drawn to Annex 1 Technical and organisational measures/Data Processing Annex a copy of which is in the TRD, Section 4, and must be completed and returned as part of the tender response.**

4.11 Details of Contracts arising over the life of the Framework Agreement

Subject to Enterprise Ireland's obligations at law, it may seek further services, which are ancillary, related and similar to requirements under the initial call-off contract, for example:

- Interactive learning space for live document collaboration.
- AI-powered chatbot for client support and guidance.
- a full translation for the Irish Language (Gaeilge) available for all user-facing interface elements, including buttons, labels, and system messages.

The following mechanism and principles shall apply to the delivery of further services:

1. It is envisaged that the services to be provided will be similar as those to be provided under the initial contract.
2. The fees, costs and charges payable by Enterprise Ireland to the Framework Member for any further services will be determined at Call-Off stage.
3. There must be no alteration to the allocation of risk between Enterprise Ireland and the Framework Member.
4. The term for the delivery of the services shall not exceed the Term as specified under the Framework Agreement.

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 €250,000 per annum in one (1) of the last three (3) financial years. 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
Product 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 Digital Platforms demonstrating the specific requirements set out at below. Each reference contract must relate to services delivered within the 36 months prior to the deadline for submission of Tenders. Reference contracts outside this timeframe will not be considered.

At least one of the three reference contracts must¹:

- (i) Demonstrate the tenderer's **experience** in designing, developing and delivering a similar platform to **support programme/application management and customer journey tracking**.
- (ii) Demonstrate the tenderer's experience in designing, developing and managing a digital platform which **facilitates large user numbers (>200) with multi-level access**.
- (iii) Demonstrate the tenderer's experience in designing, developing and delivering a digital platform that manages **content** across multiple formats (PDF, Audio - Webinars, Podcasts, Word Templates and Toolkits)

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.

¹ Note to Tenderers: (i), (ii) and (iii) can be demonstrated by different reference contracts, but each of them must be demonstrated.

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
Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender and completing the separate Pricing Schedule (excel sheet)				
B	Fitness for Purpose of the Solution Proposed	30%	3000	1800
Tenderers must clearly describe in their TRD how they will deliver the service and are referred to each of the requirements C1 to C14 in section 4.2 of the ITT. This criterion will be evaluated strictly on the basis of the totality of the tenderer's submission and no sub-criteria will be used.				
C	Contract Management Proposals	20%	2000	1200
Tenderers are referred to Sections 4.4 and 4.5 of the ITT and are required to complete the CV for the proposed Contract Manager and SLA requirements in the TRD. This criterion will be evaluated strictly on the basis of the totality of the tenderer's submission and no sub-criteria will be used.				

D	Overall Quality, Balance and Management of the Human Resources Proposed	20%	2000	1200
<i>Tenderers must clearly describe in their TRD the quality of their proposed resources and are referred to Section 4.3 for tender submission requirements.</i> <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.</i>				
E	Sustainability	10%	1000	600
<i>Tenderers must clearly describe in their TRD information on the proposed ESG initiatives for the provision and support of an Export Digital Platform which will be delivered in terms of social and environmental sustainability. Tenderers are referred to the ITT, Section 4.6.</i> <i>Please refer to the TRD for full details of tender submission requirements.</i> <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.</i>				

Tenderers must use the tender Response Document (TRD) uploaded separately with this ITT to www.etenders.gov.ie for their responses to the award criteria set out below.

5.2.1 Methodology for scoring Qualitative Criteria

Responses to each scored qualitative criterion (B, C, D and E) shall be evaluated according to the following scoring matrix:

Score	Category	Description
100%	Outstanding	Response demonstrates extensive understanding of the requirements, offering full assurance to the Contracting Authority – fully supported with no reservations.
90% – 99%	Excellent	Response demonstrates an excellent understanding of the requirements offering assurance to the Contracting Authority – substantially supported with only a small number of minor reservations.
80% – 89%	Very good	Response demonstrates a very good understanding of the requirements, offering assurance to the Contracting Authority – strongly supported with some minor reservations.
70% – 79%	Good	A good response demonstrating a good understanding of the requirements, offering some assurance to the Contracting Authority – supported with a small number of more notable reservations.
60% – 69%	Acceptable	An acceptable response demonstrating an acceptable understanding of the requirements, offering minimum assurance to the Contracting Authority - supported with some more notable reservations.
1% to 59%	Unacceptable	There are significant gaps in addressing the Contracting Authority's requirements; proposals are in parts unsupported or lack significant content / explanation; response gives cause for concern about how an acceptable solution will be developed and delivered.
0%	No response	No response received.
Less than 60% is unacceptable and the Tenderer will be eliminated from the Competition.		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

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.

5.2.2 Methodology for calculating the Cost Score

The following formula will be applied to the cost score of all compliant tenderers who meet the minimum selection and award criteria requirements:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	2,000
Formula employed	$\frac{A \times 2,000}{B}$

5.2.3 Clarification/Verification Meeting

Award of the Contract may be subject to attendance at a clarification and/or verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

5.2.4 Clarification of Abnormally Low Tenders

If Enterprise Ireland considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to Enterprise Ireland in respect of all elements of the tender submission that Enterprise Ireland deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address Enterprise Ireland 's concerns, may, at the discretion of Enterprise Ireland, result in the elimination of the tender in question based on it being considered abnormally low.

5.2.5 Right to Confirm Suitability

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.

5.3 Live Demonstration

Tenderers will note that there are a number of 'must' pass/fail requirements set out in the requirements C.1 to C14. Those sections clearly identify how Tenderers are to indicate, in their Tenders, whether or not they meet these 'must' pass/fail requirements. Tenderers should note that, as set out in those sections, if they cannot meet one of the 'must' pass/fail

requirements (even if they can meet most or all other 'must' pass/fail requirements), their Tender will not be eligible for award of the contract and they will be eliminated from the Competition.

Enterprise Ireland currently anticipates that, will review the responses to the 'must' pass/fail requirements, and will eliminate any Tender which does not meet all of the 'must' requirements. However, it reserves the right to assess the 'must' pass/fail requirements and the scored requirements at the same time.

Enterprise Ireland anticipates that it will then proceed to identify the most economically advantageous Tender as set out in section 5.2 above. The Tenderer who has submitted the most economically advantageous Tender will then be requested to carry out a live demonstration (either remotely or on-site at Enterprise Irelands premises) so that Enterprise Ireland can verify to its satisfaction that the pass/fail requirements are met. If Enterprise Ireland is not satisfied, following such demonstration, that the 'must' pass/fail requirements are met, the Tender will be eliminated and Enterprise Ireland will repeat the demonstration process with the next-highest ranked Tender, and so on. Enterprise Ireland will provide the relevant Tenderer with details in advance of how the demonstration will be conducted, together with an agenda and any further relevant information. Tenderers should note that any such demonstration is a verification exercise only and is not an opportunity to introduce new information or make a general presentation in relation to their proposals.

While Enterprise Ireland anticipates that the verification exercise will only be carried out with the most economically advantageous Tender, it reserves the right to require all Tenderers to carry out such a demonstration, prior to identifying the most economically advantageous Tender.

Tenderers should also note that Enterprise Ireland reserves the right not to conduct the live demonstration process if, at its discretion, it considers it is not necessary. Tenderers should not assume that they will have any opportunity to present their proposals in person.

Enterprise Ireland will not be responsible for the cost of any such demonstration (in accordance with section 6.10).

6 INSTRUCTIONS TO TENDERERS

6.1 Submission of Tenders

Enterprise Ireland is using the postbox facility on eTenders, and 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 post-box, 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

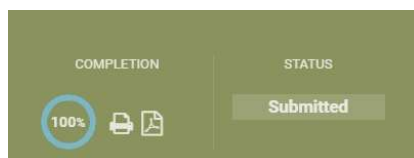
6.1.1 Accessing documents

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.
- (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 and an email directly to the inbox of the person who submitted the tender, you have not submitted your response as required.

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 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.

6.3 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 tender.

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. Any subsequent adjustment(s) must be confirmed in writing.

Enterprise Ireland reserves the right to disqualify incomplete tenders.

6.4 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender, please email the contact detailed above as soon as possible.

Tenderers shall immediately notify Enterprise Ireland via the messaging tool on eTenders should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. Enterprise Ireland will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

Enterprise Ireland reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

6.5 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.

6.6 Extension of Tender Period

Enterprise Ireland reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to all parties who have expressed an interest in the notice via eTenders before the original closing date.

6.7 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.

6.8 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

6.9 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.

6.10 Cost of Preparation of Tender

Enterprise Ireland will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their proposals.

6.11 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.12 Currency and Prompt Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the 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 the European Communities Late Payment in Commercial Transactions Regulations 2012.

6.13 Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to 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 contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Freedom of Information Acts

Tenderers are asked to consider if any of the information supplied by them in response to this Invitation to Tender should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. Enterprise Ireland cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to Enterprise Ireland's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). 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.

6.16 Data Protection Legislation

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**General Data Protection Regulation**”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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 Tenderer in response to this RFT.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, 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 Tenderer have consented to the processing of such Personal Data by the Tenderer, Enterprise Ireland, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to Enterprise Ireland for the purposes of its participation in this Competition.

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

It is the intention of Enterprise Ireland that no data gathered on behalf or entered by Enterprise Ireland can be stored or processed outside of the European Economic Area (EEA) for the duration of the contract. Tenderers need to clearly state where, geographically, the data is stored and processed, backup/DR data included and confirm that no data is stored or processed outside of the EEA.

In the event that the data needs to be stored and/or processed outside of the EEA, tenderers are asked to specify if an adequacy decision (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en) exists in relation to the non-EU country where they intend data storage and/or processing to be carried out.

In the event of a post Brexit situation where the United Kingdom (UK) is outside the EEA and storage and processing of Enterprise Ireland's data is intended to be carried out with the UK, a Standard Contractual Clause (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) will be required between Enterprise Ireland and successful tenderer. Tenderers must confirm that they are willing engage with Enterprise Ireland on putting this measure in place if the situation applies.

6.18 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.

6.19 Tax Clearance Certificate

It will be a condition of award of contract that the successful tenderer(s) shall, for the term of such contract(s), 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.

6.20 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).

6.21 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in Enterprise Ireland tenders and in delivering contracts awarded to them.

The contract[s] awarded on foot of this tender process will be governed by Irish law.

6.22 Clarification of Tenders

Enterprise Ireland is entitled, but not obliged, to seek clarification of 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.

6.23 Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender. In general, the following approach will be applied to manifest errors:

- Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by Enterprise Ireland in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

6.24 Change in the Composition of a Tender

Enterprise Ireland reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.25 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 Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

6.26 Notification of Tender Evaluations

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- a)** Letter of Intent of award of contract.
- b)** Letter of Regret.

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of winning tender where they scored higher marks in specific criteria. Enterprise Ireland will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

Following the award of contract or the conclusion of framework agreement an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days afterwards. 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 on 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 bidders.

6.28 Award to Runner-up

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, Enterprise Ireland considers that the successful tenderer has not met its obligations, Enterprise Ireland reserves the right during the tender validity period to award the contract to the next highest scoring tenderer on the basis of the terms advertised without re-opening the competition. 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. Note: if Enterprise Ireland is awarding a framework agreement the same procedure will apply.

6.29 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.

6.30 Replacement Personnel

Notification must be sent in writing as soon as possible to Enterprise Ireland on any proposed change of nominated personnel, such change to be subject to the written approval of Enterprise Ireland. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

6.31 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)

6.32 Brand Names, etc.

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

ANNEX 1: Template Sample Export Advisory Report/In Market Specialist Report
 (Note: Design to be agreed with the 3rd Party Programme Awarded Provider)



Get Exporting Export Business Advisor Feedback Report

Company Name & Person attending session	
Export Business Advisor	
Export Market	
Date and Time	XX/XX/2025
Meeting No.	X / 4
Immediate challenges that face the client company in relation to Exporting in their chosen market	
Recommended next steps and agreed actions for the company to succeed in their chosen export market or mitigate noted challenges	
If follow up meeting, what actions have been completed or challenges addressed since the last meeting	
Export Business Advisor Client Feedback and likelihood of First Time Export success in 2025 (provide % and reason)	
Any additional supports required by the client to be discussed with their relevant agency (max Top 3 prioritised)	

APPENDIX 1 - FRAMEWORK AGREEMENT

Note to Tenderers: This Appendix 1 has been uploaded separately with this tender document on eTenders.

APPENDIX 2 – CALL-OFF TERMS AND CONDITIONS

WHEREAS:-

The following terms and conditions shall, unless otherwise agreed to in writing by Enterprise Ireland, apply to all purchases of services by Enterprise Ireland:-

The following terms and conditions shall, unless otherwise agreed to in writing by Enterprise Ireland, apply to all purchases of services by Enterprise Ireland:-

Definitions:

“Framework Agreement” means the Framework Agreement entered into between Enterprise Ireland and the Seller, dated xx Xxxx 2025, for the provision of for the provision, support and maintenance of a Digital Platform for Enterprise Irelands Export Development Programmes, including the Recitals to, and Schedules of, the Framework Agreement;

"Seller" means [insert framework member name] of [insert framework member address]

IT IS AGREED:-

1 PURCHASE

- 1.1 The Seller shall provide, and Enterprise Ireland shall receive the services, as set out in Appendix 1 – Statement of Work, on the execution by Enterprise Ireland of a purchase order or contract for the price agreed and shown thereon.
- 1.2 Services supplied to Enterprise Ireland shall be deemed to be supplied on these terms and conditions and no purported variation of these terms and conditions shall be valid unless specifically agreed by Enterprise Ireland.
- 1.3 Enterprise Ireland will not accept responsibility for any order which is not on an official order form and fully signed by an authorised officer.

2 APPLICABILITY AND LAW

These terms and conditions shall be governed and construed by the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

3 PAYMENT

- 3.1 In consideration of the provision of services, Enterprise Ireland shall pay Seller in accordance with agreed prices and rates (“charges”) as stated in the Purchase Order.

3.2 Invoice and Monthly Statement

- 3.2.1** Seller shall issue an invoice for each individual Purchase Order.
- 3.2.2** The invoice shall be sent directly to Accounts Payable in the Finance Department Enterprise Ireland or e-mailed to accounts.payable@enterprise-ireland.com quoting the Purchase Order number
- 3.2.3** The supplier name on the invoice must be the same as on the Purchase Order.
- 3.2.4** The invoice quantity, value and currency must be the same as on the Purchase Order.
- 3.2.5** The description on the invoice must reasonably match that on the Purchase Order.
- 3.2.6** Invoices received without a Purchase Order will be returned. A single monthly statement shall be submitted by Seller within three (3) working days of month end. This statement shall include a breakdown showing all individual invoice charges for the month.

3.3 Tax Clearance Certificates

Where cumulative payments exceed €10,000 (including VAT), in a 12-month rolling period, a valid Tax Clearance Certificate from Irish Revenue must be submitted to Enterprise Ireland. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.4 Professional Services Withholding Tax

Where professional Services are provided to Enterprise Ireland, the payment for such services are liable to Professional Services Withholding Tax (PSWT) at 20%. An F45 will be issued in receipt of the deduction. The PSWT deducted can be re-claimed from the Irish Revenue. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.5 E-Day Bank Details for Payment

- 3.5.1** Enterprise Ireland (like all Irish Public Bodies) no longer sends cheques to businesses in Ireland.
- 3.5.2** To receive payment for your supply to Enterprise Ireland the business bank details must be submitted to accounts.payable@enterprise-ireland.com

3.6 Late Payments

- 3.6.1** Enterprise Ireland is bound by the **Late Payment in Commercial Transactions Regulations 2012**.

- 3.6.2** All public sector bodies must pay invoices within 30 days of receipt of invoice (invoice must be received by Accounts Payable, Finance, Enterprise Ireland) or the services, whichever is the later.
- 3.6.3** After 30 days, interest and compensation is automatically applied to monies outstanding, if the invoice is correct and there are no outstanding queries in relation to it.
- 3.6.4** Invoices/delivery shall be queried by Enterprise Ireland within 10 working days of receipt in writing.
- 3.6.5** The rate of interest payable under this sub-clause shall be ECB main re-financing rate plus 8 percentage points.
- 3.6.6** Any queries on invoices should be addressed to accounts.payable@enterprise-ireland.com.

4 INDEPENDENT CONTRACTOR

- 4.1** Seller is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Enterprise Ireland, and they shall not hold themselves out to be so.
- 4.2** Seller shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter “Laws”) and shall, unless otherwise stipulated, obtain and pay for all licences and permits necessary for the provision of services in accordance with such Laws.

5 WARRANTY

- 5.1** Seller hereby warrants its power to enter into contracts and that it has obtained all necessary approvals to do so.

6 INDEMNITY

- 6.1** If notified promptly in writing of any action brought against Enterprise Ireland based upon a claim that any services provided by Seller infringes any patent, trade mark, copyright or other intellectual property right, the Seller shall if called upon to do so by Enterprise Ireland defend such action at its expense and pay any costs and damages awarded and any expenses incurred by Enterprise Ireland in connection with the claim (including legal and other expert fees). If so called upon, Seller shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.

7 LIMITATION OF LIABILITY

- 7.1** In no event will Enterprise Ireland’s total liability for damages and actions based on contract or tort arising out of or in connection with a Purchase Order exceed the amount remaining due under that Purchase Order.

- 7.2** In no event shall Enterprise Ireland be liable for any indirect or consequential loss suffered by Seller.

8 FREEDOM OF INFORMATION

Please note Enterprise Ireland is subject to the Freedom of Information Act 2014. The following extract may be relevant to this Purchase Order:

A record in the possession of a service provider shall, if and in so far as it relates to the service, be deemed for the purposes of this Act to be held by the FOI body, and there shall be deemed to be included in the contract for the service a provision that the service provider shall, if so requested by the FOI body for the purposes of this Act, give the record to the FOI body for retention by it for such period as is reasonable in the particular circumstances.

9 CONFIDENTIALITY

Save as provided for by law, including the Freedom of Information Act 2014, both parties agree to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to the other hereunder. Both parties shall take all reasonable steps to ensure that its employees, agents, Sub-contractors are bound by the same obligation.

10 FORCE MAJEURE

Neither party will be liable for failure or delay in the performance of its obligations under a Purchase Order due to causes beyond its control including but not limited to strikes, wars, revolutions, fires, floods, explosions, earthquakes or governmental regulations.

11 ASSIGNMENT

Seller shall not assign a Purchase Order or any part thereof without Enterprise Ireland's prior written approval.

12 SUB-CONTRACTING

- 12.1** Seller shall not sub-contract all or any part of its obligations under a Purchase Order without Enterprise Ireland's prior written approval. No such approval shall create any contractual relationship between Enterprise Ireland and any sub-contractor.
- 12.2** Seller shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

13 NOTICES

- 13.1** Any demand, notice or communication shall be deemed to have been duly served:-

13.1.1 If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).

13.1.2 If given or made by prepaid post, two working days after being posted.

13.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of Enterprise Ireland, East Point Business Park, Dublin 3, Ireland (or such other address as may be notified in writing from time to time) marked for the attention of the Purchasing Manager, Enterprise Ireland.

14 WAIVER

14.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under a Purchase Order shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.2 Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of a Purchase Order.

15 HEADINGS

The headings to the clauses of these terms and conditions shall not affect the construction of the clauses.

16 SEVERABILITY

If any part of a Purchase Order is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of the Purchase Order which will continue to be valid and enforceable to the fullest extent permitted by law.

17 CANCELLATION

17.1 Enterprise Ireland may cancel an order in whole or in part at any time by written or electronic notice in the event that the Seller:

17.1.1 fails to comply with any term or condition of the order including but not limited to delivery terms; or

17.1.2 is subject to a receiver, liquidator or other similar officer being appointed over any or all of its property or assets; or files a voluntary petition in bankruptcy; or

17.1.3 voluntarily ceases trading

18 INSURANCE

If Seller's work involves operations by Seller on Enterprise Ireland's premises or at any of Enterprise Ireland's customers or at any place where Enterprise Ireland conducts operations, the Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and except to the extent that such injury is due solely and directly to Enterprise Ireland's negligence, the Seller shall indemnify Enterprise Ireland against all loss which may result in any way from any act or omission of Seller, its employees, servants, agents or sub-contractors and Seller shall maintain such public liability, personal injury and property damage and employer's liability and compensation insurance as will protect Enterprise Ireland from said risks and shall produce evidence of such insurance upon request by Enterprise Ireland.

19 Data Protection

- 19.1** Seller shall comply with all applicable data protection law including but not limited to the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and any other national implementing legislation ("**Data Protection Law**").
- 19.2** In this clause 19, the terms "personal data", "processor", "controller", "data subject", "supervisory authority", "personal data breach" and "processing" have the meaning given to those terms in Data Protection Law. "Sub-processors" shall mean other processors that are used by Seller to process personal data.
- 19.3** To the extent that Enterprise Ireland acts as a controller and Supplier acts as a processor, and the provision of the goods or services requires Supplier to process personal data relating to Enterprise Ireland's clients, employees, officers and/or other persons, at Enterprise Ireland's request or under Enterprise Ireland's instructions, Seller shall comply with its obligations as processor under this clause 19.
- 19.4** The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and Enterprise Ireland's obligations and rights as controller are as provided in the applicable agreement between Enterprise Ireland and Seller and/or further to written or oral instructions that Seller receives from Enterprise Ireland. ²
- 19.5** In processing personal data that Enterprise Ireland provides to Seller, Seller warrants and represents that Seller is, and shall be for so long as Seller processes any such data, fully compliant with the Data Protection Law and Seller agrees:
-

- 19.5.1** To only process the personal data on Enterprise Ireland's documented instructions, unless Seller is required to do so by EU or Irish law. Seller shall inform Enterprise Ireland of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
- 19.5.2** Not to transfer the personal data to a recipient outside the EEA, without Enterprise Ireland's prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- 19.5.3** To impose a duty of confidentiality on any staff and subcontractors of Seller, where applicable, with access to the personal data.
- 19.5.4** To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- 19.5.5** Not to engage another processor without Enterprise Ireland's prior specific or general written authorisation. In the case of general written authorisation, Seller shall inform Enterprise Ireland of any intended changes concerning the addition or replacement of other processors, thereby giving Enterprise Ireland the opportunity to object to such changes.
- 19.5.6** To require any sub-processor that Seller engages to process the personal data on Enterprise Ireland's behalf, to adhere to the same obligations that Seller undertakes in these terms and conditions, to ensure such processing meets the requirements of the Data Protection Law, and Seller will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- 19.5.7** Insofar as possible, and taking into account the nature of the processing, assist Enterprise Ireland by appropriate technical and organisational measures to fulfil Enterprise Ireland's obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.

- 19.5.8** Taking into account the nature of the processing and the information available to Seller, assist Enterprise Ireland in ensuring compliance with its obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
- 19.5.9** At Enterprise Ireland's request, delete or return all the personal data to Enterprise Ireland after the end of the provision of Seller's goods or services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- 19.5.10** Make available to Enterprise Ireland all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by Enterprise Ireland or another auditor mandated by Enterprise Ireland.
- 19.5.11** Immediately inform Enterprise Ireland if, in Seller's opinion, an instruction of Enterprise Ireland infringes Data Protection Law.

On behalf of the Seller

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

Witness name:

(Block letters)

On behalf of Enterprise Ireland

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

Witness name:

(Block letters)

APPENDIX 1 – Statement of Work

Note to Tenderers: Details of the Call-Off Contract services will be inserted here prior to issuing for signing

APPENDIX 3 – DATA PROCESSING AGREEMENT



ENTERPRISE IRELAND LIMITED

and

[INSERT SUPPLIER NAME]

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT is made on [insert date]

BETWEEN:

(1) **ENTERPRISE IRELAND** with Principal Office at The Plaza, Eastpoint Business Park, Dublin 3 (**EI**); and

(2) [] (the **Supplier**) having its registered office at [].

(each a **Party** and together the **Parties**).

BACKGROUND:

(A) The Supplier is [insert description of the Supplier's business activities].

(B) The Supplier is providing the Services to EI pursuant to a framework agreement for the provision, support and maintenance of a Digital Platform for Enterprise Irelands Export Development Programmes dated [insert date of agreement] (the "**Services Agreement**").

(C) In the course of providing the Services to EI pursuant to the Services Agreement, the Supplier will process Personal Data on behalf of EI. The Supplier agrees to comply with the following provisions with respect to any Personal Data processed on behalf of EI.

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions will have the following meanings unless expressly stated to the contrary:

Commencement Date means [];

Confidential Information means any information, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked

"confidential"), or which ought reasonably be considered to be confidential, or other matters connected with the Services;

Controller Data means all Personal Data and Confidential Information that may be supplied to the Processor by or on behalf of the Controller pursuant to the Services Agreement or produced or obtained by the Processor wholly or partly at the Controller's expense;

Data Controller, Data Processor, Data Subject, Personal Data, Processing and Prior Consultation shall have the meanings ascribed to them under Data Protection Law;

Data Processing Annex means Annex 1 to this Agreement;

Data Protection Law means (i) Data Protection Acts 1988 to 2018 in Ireland (as amended or replaced); (ii) to the extent applicable, the data protection and information privacy laws of another jurisdiction; (iii) the General Data Protection Regulation (EU) 2016/679 (**GDPR**); (iv) any subsequent re-enactment, replacement or amendment of such laws; and (v) any guidance issued by the Irish Data Protection Commission (or replacement Irish supervisory authority);

Data Security Breach means any known potential or actual breach of the Data Controller's minimum information security requirements, or any obligations or duties owed by the Data Processor to the Data Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data;

Group means of a party means in relation to a party, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party, 'holding company' and 'subsidiary' having the meanings given to them in sections 7 and 8 of the Companies Act 2014 (Ireland);

Losses means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional

services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by the Controller;

Personnel means (i) the officers, employees, agents and contractors (including Subcontractors) of a Party and the members of its Group; and (ii) the officers, employees, contractors and agents of the contractors (including Subcontractors) of that Party and the members of its Group;

Regulator means any regulator or regulatory body (including the Office of the Data Protection Commissioner and its successor) to which the Data Controller is subject from time to time or whose consent, approval or authority is required so that the Data Controller can lawfully carry on its business; and

Services mean the services to be delivered by or on behalf of the Data Processor under the Services Agreement.

2 DATA CONTROLLER AND DATA PROCESSOR

- 2.1** In order to provide the Services to EI, the Supplier will require certain Personal Data to be made available to it by EI.
- 2.2** The Parties acknowledge that for the purposes of Data Protection Law, EI is a Data Controller (the **Controller**) under the Services Agreement.
- 2.3** The Supplier is a Data Processor (the **Processor**) in respect of the Personal Data processed under the Services Agreement on behalf of the Controller. All right, title and interest in the Personal Data shall vest solely in the Controller and the Processor

shall not acquire any rights in the Personal Data, except as may be set out in this Agreement or the Services Agreement.

- 2.4 The rights and obligations of each party in connection with data processing activities are set out in clause 3 below.

3 DATA PROTECTION OBLIGATIONS

Obligations of the Controller

- 3.1 The Controller shall provide the Personal Data to the Processor together with such other information as the Processor may reasonably require in order for the Processor to provide the Services to the Controller.

Obligations of the Processor

- 3.2 **Instructions:** The Processor shall only, and shall procure that its Personnel only, Process the Personal Data to the extent necessary to perform its obligations in accordance with this Agreement, the Services Agreement and any other written instructions of the Controller, including those set out in the [Data Processing Annex](#), unless required to do so by Union or Member State law to which the Processor is subject and in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 3.3 **Disclosure to Third Parties:** The Processor shall not disclose the Controller Data to any third party without the prior written approval of the Controller.
- 3.4 **Data Transfers:** The Processor shall not transfer any of the Personal Data or other information relating to customers of the Controller to a country outside of the European Economic Area except with the prior written

consent of the Controller and in accordance with any terms the Controller may impose on such transfer.

- 3.5 Data Subject Rights:** The Processor agrees to assist the Controller in responding to requests by Data Subjects exercising their rights under Data Protection Law, within such timescales as may be specified by the Controller.
- 3.6 Assistance:** The Processor shall assist the Controller within timescales that allow the Controller to comply with its obligations pursuant to:
- 3.6.1** Article 32 of the GDPR (Security);
 - 3.6.2** Articles 33 and 34 of the GDPR (Data Breach Notification);
 - 3.6.3** Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
 - 3.6.4** Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under the Services Agreement).
- 3.7 Breach Notification:** The Processor will notify the Controller within twenty-four (24) hours of the Processor becoming aware of a Data Security Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR. The Processor shall not communicate with any Data Subject in respect of a Data Security Breach without the prior written consent of the Controller.
- 3.8 Restoration:** In the event that any of the Controller Data is corrupted or lost or sufficiently degraded as a result of the any negligence or default by the Processor or its Personnel so as to be unusable then, the Controller shall have the option to:
- 3.8.1** require the Processor at its own expense to use best endeavours to restore or procure the restoration of the Controller Data and the Processor shall use best endeavours to do so as soon as possible; or
 - 3.8.2** itself restore or procure the restoration of the Controller Data and require the Processor to reimburse the Controller for any costs incurred in so doing.
- 3.9 Confidentiality:** The Processor will ensure that its Personnel who Process Personal Data under this Agreement and the Services Agreement are subject to obligations of confidentiality in relation to such Personal Data.
- 3.10 Security:** The Processor shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration,

unauthorised, disclosure of or access to Personal Data including as appropriate:

- 3.10.1** the pseudonymisation and encryption of Personal Data;
 - 3.10.2** the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Processor's systems used for such Processing, the Personal Data and the Services;
 - 3.10.3** the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
 - 3.10.4** a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 3.11** The Processor shall notify the Controller of any material changes to the technical and organisational measures used by the Processor throughout the Term.
- 3.12 Sub-Processing:** The Processor agrees that it shall not engage any third party to Process the Controller's Personal Data without the prior written consent of the Controller. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Controller.
- 3.13** If the Processor engages any third party to Process any of the Controller's Personal Data, the Processor shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement and shall ensure that if any third party engaged by the Processor in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under this Agreement.
- 3.14** The Processor shall remain fully liable to the Controller for Processing by any third party as if the Processing was being conducted by the Processor and the limitations on liability agreed in clause.
- 3.15 Demonstrating Compliance:** The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by EI or another auditor mandated by EI.
- 3.16 Infringement:** The Processor will immediately inform the Controller if, in its opinion, an instruction given, or request made pursuant to the Services Agreement infringes Data Protection Law.
- 3.17 Termination/Expiry:** On termination or expiry of the last call-off contract awarded under the Services Agreement (or at any other time on request by the Controller), the

Processor shall return or permanently erase, at the election of EI, all copies of Personal Data received and/or processed by it under the Services Agreement unless European Union or Member State law requires retention of the Personal Data.

- 3.18 The provisions of this clause shall survive the Term until the Processor has returned or destroyed all Personal Data.

Processor Indemnity

- 3.19 The Processor agrees to indemnify the Controller against any and all losses, costs, expenses (including legal expenses), damages, liabilities, demands, claims, fines, actions or proceedings which the Controller may suffer or incur arising out of any breach of this Agreement whether or not such losses were foreseeable at the time of the breach which occasioned them.

4 TERM AND TERMINATION

- 4.1 This Agreement shall come into force on the Commencement Date and shall, subject to the terms of clauses 3.17, 3.18 and 3.19, terminate on the termination or expiry of the last call off contract under the Services Agreement **(the Term)**.

5 GENERAL

- 5.1 **Counterparts:** this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement.
- 5.2 **Governing Law:** The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by Irish law. The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Agreement.
- 5.3 **Severability:** If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected.

IN WITNESS whereof this Agreement has been duly executed by the parties to it on the date set out at the beginning of this Agreement.

Signed for and on behalf of **Enterprise Ireland**

Signed for and on behalf of the **Supplier**

Signed _____

Signed _____

Duly authorised by **Enterprise Ireland**

Duly authorised by the **Supplier**

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

ANNEX 1 (TECHNICAL AND ORGANISATIONAL MEASURES/DATA PROCESSING ANNEX)

Data Flows and/or Record of Processing

Please complete a data flow diagram(s) showing the flow of personal data involved in the delivery of the service. The diagram should show **data** inputs, outputs, storage points including any 3rd parties who are involved in processing the data for all components of service delivery.

The Supplier may choose to complete a record of processing activities (ROPA) table to describe the data processing activities. Where supplied, The ROPA should include the information outlined in Article 30.

DATA RECORD

Complete the following Data Record

Customer:		Supplier:	
Customer Contact Name:		Supplier Contact Name:	
Nature and purpose of the processing carried out by Supplier:	[Insert a description of the purpose of processing]		
Duration of Processing:	[Insert agreed requirements around retention and deletion of the Personal Data]		
Description of data subject:	[Insert description of data subject, ie. Employees, members of the public etc.]		
Personal Data processed as part of the Services:	Delete data sets which are not applicable and/or add further data sets which are not included in the table.		
	Identification Data	includes name, date of birth, driver's license and passport information.	

	Contact Data	includes email address, phone number, postal address, other communication details (e.g. Skype)
	Communication Data	includes phone calls, email correspondence and hard copy correspondence.
	Marketing Data	includes Contact Data and any preferences in receiving marketing and communication preferences.
	Employee Data	Includes HR records, leave data, personal development information (PD), training records, health information
	Recruitment Data	includes recruitment related data such as Identification Data, Contact Data, Communication Data, CV and job application data. CV data may include employment history, skills/ experience, languages, educational history, qualifications, membership of professional associations, contact details of employer references/character references, licenses held, interests and hobbies, languages, locations, nationality, passport, eligibility to work in certain jurisdictions, salary expectations, interview/screening answers and notes.
	Financial Data	includes payment related information or bank account details and financial data, pension data.
	Web Data	includes Personal Data provided on any forms on our website and, to the extent that it includes Personal Data, information on the type of device used, IP address, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of service use. Includes cookies, beacons or other tracking or profiling technologies.
	Special Category Data	this can include diversity data such as gender, religion, racial or ethnic origin, sexual orientation, trade union membership or data relating to health [include relevant headings as appropriate]

Authorised Sub-Processors and transfers:	Sub-Processor	Services	Location & Transfer mechanism (if applicable)
			Standard Contractual Clauses/ Binding Corporate Rules
			Standard Contractual Clauses/ Binding Corporate Rules
			Standard Contractual Clauses /Binding Corporate Rules
			Standard Contractual Clauses/ Binding Corporate Rules
Supplier TOMs:	Technical and Organisational Measures (TOMS) Declaration Below		

Processor Due Diligence Questions	
Please provide the contact details of the Data Protection Lead/DPO/Privacy Manager	
Please confirm all Supplier staff who will be involved in the processing of personal data on behalf of Enterprise Ireland regularly receive appropriate Data Protection training.	
Please confirm that the supplier has documented an Information Security policy that details appropriate information security measures	

in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm that the supplier has a Data Protection Policy that details appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm the location(s) where the processing will be carried out.	List Locations Country/City
Please confirm the location(s) where processed data will be stored.	List Locations Country/City
Where processing is carried out outside the EEA or data is stored outside the EEA please indicate which transfer mechanisms are in place to safeguard the data.	
If yes, please include a copy of the certificate or a link to an online version of the certificate as part of this response, clearly showing the scope of the certification and the certification body. Please also include the Statement of Applicability.	
Please confirm agreement that the following Technical and Organisational Measures have been implemented by the supplier in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	

Please confirm agreement by indicating yes or no to the following TOMs – where no, please provide explanation

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
Management commitment to Data Protection	Supplier demonstrates commitment to implementing appropriate Technical and Organisational Measures in such a manner that processing of personal data carried out on behalf of Enterprise Ireland meets the requirements of the GDPR and ensures the protection of the privacy rights of data subjects. Supplier has documented data protection policies and there is regular management oversight of the implementation of the policies	
Data Protection Roles and Responsibilities	Supplier has defined clear Data Protection roles and responsibilities in the organisation. The key staff members have received appropriate training and have been allocated the necessary resources to carry out their duties.	
Appointment of a Data Protection Officer (DPO)	Supplier has evaluated the requirement to appoint a Data Protection Officer (DPO). - Where appointed the DPO has been registered with the Data Protection Commission (DPC). - Where a DPO is not required a Data Protection Lead has been identified. The DPO/DP Lead has responsibility for monitoring compliance with the GDPR and with the policies of the	

	organisation in relation to the protection and security of personal data.	
Data Protection Policy and related policy documents	Supplier documents appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The data protection policy addresses Supplier' responsibilities to process personal data in an appropriate and lawful manner, in accordance with DP Laws.	
Awareness & Training	All employees and individual contractors of Supplier involved in processing personal data receive regular appropriate Data Protection and Data Security Training.	
Confidentiality Agreement	All Supplier employees involved in the processing of personal data carried out on behalf of Enterprise Ireland on behalf of Supplier are bound by confidentiality agreements. These agreements include appropriate post-termination clauses.	
Termination of Employment	Access to systems processing personal data on behalf of Enterprise Ireland is revoked immediately on termination of employment.	
Supplier/Partner Management	Supplier incorporates data protection measures into sub-processor activities by: • Implementing Data Processing Agreements (DPAs) that are compliant with Art 28 of the GDPR. • Where relevant, sub-processors are assessed on an ongoing basis to ensure the establishment of adequate safeguards for processing personal data • Specifically, processors are assessed/selected for security of processing and physical storage (location) of personal data.	

	All sub-processing must be carried out under contract. Sub-processor contracts are assessed to ensure adequate safeguards are in place.	
Transferring personal data outside the European Economic Area (EEA)	Where applicable, Supplier has taken measures to meet GDPR requirements for international data transfer of personal data processed.	
Data Security Risk Management	Supplier undertakes an analysis of the risks presented by data processing activities and uses this to ensure the appropriate level of security is put in place.	
Breach Incident Management	Supplier has implemented Breach Management measures including responsibilities and procedures to identify and investigate incidents The supplier policies and procedures include provision for reporting data breach events and security weaknesses that may impact personal data processed on behalf of Enterprise Ireland to Enterprise Ireland without undue delay. Supplier can support incident investigations, in particular through the provision of access to appropriate log data.	
Data Subject Rights Request (DSR) Management	Supplier has documented and implemented DSR measures including a procedure for reporting any DSRs received regarding personal data processed on behalf of Enterprise Ireland and the procedures the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	
Purpose Limitation	Supplier reviews its processing activities regularly to ensure that the processing remains consistent with	

	the purposes for processing outlined in the supplier contracts with Enterprise Ireland.	
Data Minimisation	Supplier ensures that it only processes data that is necessary to carry out the contracted processing on behalf of Enterprise Ireland.	
Privacy by Design	Supplier evaluates the requirement to carry out Data Protection Impact Assessments whenever it is implementing changes to the software and/or services. Where a Data Protection Impact Assessment is carried out Supplier makes summary findings available – particularly where such finding may be necessary to support client DPIAs.	
Information Security governance	Supplier has established, documented, approved, communicated and applied policies and procedures for an information security governance programme, which is sponsored by the leadership of the organisation. Roles and responsibilities for information security are clearly identified and assigned.	
Asset Management	Supplier can identify all information assets relevant to the services provided to Enterprise Ireland and the functions that rely on them.	
Information security measures	Supplier documents appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. Supplier ensures regular testing, assessing and evaluating the effectiveness of technical and	

	organisational measures for ensuring the security of the processing. Supplier has implemented security measures to ensure: • only authorised personnel use their computer system • that regular file and e-mail housekeeping, e.g. backups, deleting obsolete files is undertaken • any breaches of policy are reported to a Company Director / IT Manager /Data Protection Officer • staff take appropriate care of all computer equipment assigned to them, e.g. PCs, laptops, Smartphones, printers. • computer equipment (e.g. laptops) is never left unattended in public places or visible in a car.	
Security & Privacy Policies Governance	Mechanisms exist to review security and privacy policies, standards and procedures at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.	
Acceptable Usage of Information Systems/Assets	Supplier defines an acceptable use policy to ensure uniform and appropriate use of an organisation's network, computer, information assets, and other electronic resources.	
Access Controls	Supplier has documented and implemented access controls to the Web, Application Servers, Databases and other equipment or information assets containing personal data processed on behalf of Enterprise Ireland. Access controls are implemented based on business requirements.	

	Access to systems is granted on the principle of least privilege and ensures appropriate segregation of duties.	
User Access Management	Supplier has documented and implemented access control and Joiners/Movers/Leavers policies that ensure access to personal data processed on behalf of Enterprise Ireland is authenticated using individual usernames and passwords. Only employees and other parties working on behalf supplier that need access to, and use of, personal data in order to perform their work are provided with access to personal data held by supplier. Domain access is controlled on a role basis. User access is regularly reviewed.	
Two-Factor Authentication	Access to key applications involved in processing of personal data for Enterprise Ireland and in particular to applications that process personal data of a sensitive nature is protected using multi-factor authentication.	
Role-Based Access controls	Access to systems is determined based on individual role-based access and reviewed on a regular basis for continued business need. Access is granted to employees, partners or suppliers according to their role, only to a minimum level that will allow them to carry out their duties, in accordance with the principle of least privilege.	
Password management	Passwords are stored hashed and salted and are never stored or communicated in plaintext.	
Network Security	Supplier implements network security infrastructure such as Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other security controls that	

	provide continuous monitoring, restrict unauthorized network traffic, detect and limit the impact of attacks	
Electronic Communications Security	Supplier communicates guidelines on the appropriate use of email and other communication platforms with all staff and contractors. This includes: • Proper internet usage • Proper use of email, phone, text and social media communications	
Retention and Deletion of data	Supplier has implemented measures to ensure data is only retained for the periods outlined in the contract and to ensure data is securely deleted on contract termination with a mechanism for securely exfiltrating the data if required. Details of secure data deletion can be provided to Enterprise Ireland on request.	
Mobile Device Security	Supplier ensures that it has appropriate authentication and authorisation procedures in place for any Mobile Devices used to process personal data on behalf of Enterprise Ireland (Laptop/Smartphone/Removable Storage) and that personal data processed on behalf of Enterprise Ireland is encrypted and can only be accessed with logon credentials (username/password). Mobile devices must be managed by the Supplier and must be capable of being remotely wiped in the event of loss or theft. Supplier should not permit staff to process personal data on behalf of Enterprise Ireland on personal devices.	
Removable Devices	Supplier ensures that Enterprise Ireland data is never transferred to removeable media.	

Physical Security	Supplier implements physical entry controls to Supplier premises/office building where personal data processed on behalf of Enterprise Ireland is stored or accessed. Where Personal Data is stored in a private or public Cloud, supplier evaluates that the Physical security measures the Cloud Service Provider or hoster has in place are appropriate to the risks to personal data and in particular special category personal data.	
Encryption	Supplier has a documented policy for Cryptography, Encryption and Key Management.	
Encryption In transit	Supplier has implemented measures to ensure that personal data processed is at a minimum encrypted in transit. Deprecated encryption protocols, libraries or ciphers must not be used.	
Encryption at rest	Where applicable, Supplier has implemented measures to ensure that any special categories of personal data processed is always encrypted. • Supplier ensures that all laptops, mobile devices and backup tapes are encrypted in this manner. • Staff who use their own devices to access supplier systems must install authentication software. • Special category data is encrypted within databases. • Deprecated encryption protocols or ciphers must not be used.	
Backups	Supplier has established an appropriate backup process to ensure that it can restore access to personal data in the event of any incidents and to ensure confidentiality, integrity and availability for the personal data that is processed.	

	Regular testing and reviews of our measures are undertaken to ensure they remain effective, and act on the results of those tests where they highlight areas for improvement.	
Business Continuity & Disaster Recovery Policy	Supplier has documented and implemented appropriate Business Continuity & Disaster Recovery measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The Business Continuity & Disaster Recovery Plan documents the procedures to be followed to: • handle any unforeseen event that requires disaster recovery • ensure recovery from interruptions is as quick as possible • minimise the impact of interruptions to the systems, to Enterprise Ireland and to the data subjects • support affected Customers in the scenario of a Disaster Recovery situation. Business Continuity Plans (BCP) and Disaster Recovery (DR) Plans must ensure the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, including data loss or destruction for example by ransomware	
Remote Access Controls	Remote access into Supplier network must be approved and restricted to authorized personnel. Remote access support sessions such as system upgrades or general investigations must be logged by the provider and the logfiles provided to Enterprise Ireland as a record of the session if required. Individual remote access sessions (e.g. to an individuals laptop) must be supervised by the individual.	

Security Audit	Supplier and sub-suppliers carry out Internal and external Security Audits on a regular basis, or whenever a significant infrastructure change is required. Records of all internal and external audits are retained and can be made available to Enterprise Ireland on request.	
Threat and Vulnerability Management	Supplier maintains measures meant to identify, manage, mitigate and/or remediate vulnerabilities within the Supplier and any hosted computing environments. Host and guest operating systems are hardened appropriate to their role. Penetration testing (Internet facing systems) with immediate remediation of identified vulnerabilities. Results of penetration testing to be made available to EI on request.	
Change Management (System Updates)	Supplier maintains policies and procedures designed to manage risks associated with the application of changes to its systems. Prior to implementation, changes to systems, networks and underlying components, will be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, a risk statement addressing impact, expected outcome, rollback plan, and documented approval by authorized personnel.	
Malware controls	Malware controls must be in place on all information systems processing EI data that: (iii) Implement and maintain software for that detects, prevents, removes, and remedies software or computer code designed to perform an unauthorized function on, or permit unauthorized	

	access to, an information system, including without limitation, computer viruses, Trojan horses, worms, spyware, and time or logic bombs (“Malicious Code Software”), (iii) Run Malicious Code Software on at least a daily basis, (iii) Update Malicious Code Software on at least a daily basis, including without limitation, obtaining and implementing the most currently available malicious code signatures.	
Intrusion detection and response policies, standards and procedures	Supplier must maintain policies, standards and procedures for detecting, monitoring and responding to actual or reasonably suspected intrusions and Security Breaches, and encouraging reporting actual or reasonably suspected Security Breaches, including; (iii) training Supplier’s personnel with access to Information to recognize actual or potential Security Breaches and to escalate and notify the senior management of the foregoing, (iii) mandatory post-incident review of events and actions taken concerning security of Information, and (iii) policies and standards concerning reporting to Regulators and law enforcement agencies.	
Secure disposal	Supplier has policies and procedures in place to ensure the secure disposal of equipment that may contain Enterprise Ireland data.	

Log management	Events, alerts and log information is reviewed on a timely basis to identify potential security incidents. Supplier retains relevant logs in a tamper proof system that supports threat identification and post-incident investigation.	
Tenant separation	Supplier must ensure that Enterprise Ireland information is segregated from other tenants and that technical controls are in place to maintain and monitor data and user segregation	
Secure software development	1. Rules for the secure development of software and systems are established and applied to developments within the organization, 2. Separation of development, testing and operational environments, including protect secure development environments for system development is in place, 3. Testing of security functionality is carried out during development.	
PCI DSS <i>*Applies only to Managed/Cloud based Services processing payment card data.</i>		

Cookies & other Tracking Technologies		
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Any additional details relevant to the above requirements:

Appendix 4 – Client Mapping Export Journey

Note to Tenderers: This Appendix 4 has been uploaded separately with this tender document on eTenders. Please refer to the ITT, Section 4.1.2 and requirement C1.