INVITATION TO TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Establishment of Framework Agreement	**The provision, implementation, hosting and on-going support & maintenance of a Portfolio Management System (PMS).**
Enterprise Ireland Ref.	**2025/028**
Procedure	**Open EU**
eTenders Resource ID	**8437807**
Issue Date	**Friday 19 June 2026**
Closing Date for Queries	**Tuesday 14 July 2026** **@ 12 noon (Irish Time)**
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie

Closing Date / Time For receipt of Tenders	**Wednesday 22 July 2026** **@ 12 noon (Irish Time)**

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

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

1 General Information

1.1 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.

1.2 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.

1.3 Use of Tender Response Document

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

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

1.4 Summary

Enterprise Ireland:	Enterprise Ireland
Title:	The provision, implementation, hosting and on-going support & maintenance of a Portfolio Management System (PMS)
Nature of Requirement:	Software as a Service (SAAS)
Procedure:	Open Procedure

Stage in procedure:	This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria.

2 About Enterprise Ireland

Enterprise Ireland is the authority responsible for this Competition.

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

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

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

EI provides a wide range of financial and non-financial support to Irish companies through all stages of their growth and connects them to international customers across multiple sectors and global locations. With 40 offices worldwide, EI's teams of industry experts consult with international business to understand and solve their business needs. One of Enterprise Ireland's strategic ambitions is to provide a world class digital experience to its Client Company portfolio, as well as providing scalable, flexible and secure digital platforms to enable its staff to effectively carry out our business processes.

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

3 Scope of the Framework Agreement

3.1 Type of Framework Agreement

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

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 Successful Tenderer selected following the submission of Final Tenders and the application of the Award Criteria. Thereafter the Framework Member will be considered for the award of any Call-off Contracts within the scope of the Framework Agreement.

3.3 Duration of the Framework Agreement

The framework agreement will be for an initial term of two (2) years, with the option to extend for up to two (2) additional one-year periods, subject to a maximum total term of four (4) years.

Any extension will be subject to satisfactory performance, business needs, and budgetary constraints, at the absolute discretion of Enterprise Ireland.

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

3.4 Estimated Value of the Framework Agreement

It is envisaged that expenditure under this framework agreement will be a maximum of €860,000 excluding VAT. Initial contract will be between €150,000 and €375,000.

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

If Enterprise Ireland decides to procure requirements under the Framework Agreement, it will follow the procedures set out in the Framework Agreement, a draft of which will be made available to shortlisted Candidates. In summary, Call-off Contracts may be awarded directly on foot of a Tender or by consulting the Framework Member in writing and, if necessary, requesting the Framework Member to supplement its Tender in accordance with 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 Right to tender outside of the Framework Agreement

Enterprise Ireland intends to use the Framework Agreement for the procurement of requirements falling within its scope during its term. However, it reserves the right to purchase outside the Framework Agreement for the procurement of any requirement without reference to the Framework Member. Award of the Framework Agreement does not guarantee the award of any Call-off Contract to the Framework Member (with the exception of the Initial Call-off Contract, which will be awarded at the same time as the Framework Agreement), nor does it give the Framework Member the right to be consulted in respect of, or tender for, any requirements falling within the scope of the Framework Agreement.

4 Detailed Scope of the Framework Agreement

4.1 Background / Context to Requirement

Enterprise Ireland is a capital investor in the Irish start-up and scale-up ecosystem. Through Government funding, the organisation's Investment Solutions Division has delivered six Seed & Venture Capital (SVC) Schemes since 1994. These Schemes play a critical role in ensuring a robust, effective funding environment for high-growth companies by addressing market gaps and strengthening the overall availability of risk capital in Ireland.

Across these Schemes, Enterprise Ireland supported more than 75 venture funds, in over 650 indigenous Irish companies by the end of 2025. The first call under this current SVC Scheme (2025-2029) has now closed, with approximately nine new funds expected to be supported. A second call is planned for H2 2026, which will further expand the number of supported funds and the pipeline of Irish companies receiving investment. Additional growth is anticipated as Government finalises its national scaling strategy.

In parallel, Enterprise Ireland is progressing a Service Delivery Transformation (SDT) Programme. The programme's strategic objectives are to futureproof the organisation, minimise operational risk, and enable scaling through improved efficiency. The vision is to "increase Enterprise Ireland's impact through an agile, scalable, and digital services model." This "Digital First" approach focuses on consolidating and modernising technology systems, dramatically reducing the number of legacy platforms, and transforming how clients experience and engage with Enterprise Ireland.

A key component of this transformation is the transition to modern, integrated technology platforms that reduce technical debt, improve data quality, and increase operational resilience. As part of this effort, Enterprise Ireland requires a modern Portfolio Management System to support the Investment Solutions Division, specifically in the oversight and management of the supported fund portfolios per SVC Scheme.

Enterprise Ireland requires a Portfolio Management System to capture, track and report the value and volume of supported fund investments in their underlying portfolio companies. In addition, maintaining financial information such as the invested cost, value and proceeds of underlying portfolio companies are essential reporting and governance requirements. Underlying portfolio company data to be housed on a PMS includes but is not limited to geography, sector, stage, econometric KPI's such as revenues, exports and jobs and developmental indicators such as financing round type and scaling progress. Further details of these requirements are included in the functional requirements in Section 4.4 below.

4.2 Current State

Enterprise Ireland's current approach to monitoring and reporting investment activities is supported through legacy SharePoint lists, standalone excel files and manual data processing.

SharePoint lists developed some time ago, lack full architectural transparency for the current team, increasing the risk of maintenance challenges and inconsistencies in reporting.

Datasets gathered quarterly and annually are not integrated, limiting the team's ability to analyse the data and to produce timely, consistent, and insight-driven reporting.

Information on underlying portfolio companies is gathered through three standalone manual processes - quarterly investment data entered on a line-by-line basis into SharePoint lists, annual valuation and exit data copied from management accounts and pasted into excel, and annual econometric data collated in separate spreadsheets. There is no automatic linkage between these datasets.

While current processes meet minimum requirements, they are highly manual and vulnerable to data quality risks. These challenges will intensify as additional capital is deployed under successor schemes. Enterprise Ireland is therefore seeking a solution that can support more integrated, efficient and robust oversight of investment activities, while improving data quality, reporting consistency and analytical capability

4.3 Strategic Vision

Implementing a fit-for-purpose solution is a significant opportunity to modernise Enterprise Ireland's investment operations and strengthen data-driven decision-making. Enterprise Ireland envisages that an appropriately designed solution should support the following outcomes:

- Data collection of funds and portfolio companies
- Enforce data integrity through structured workflows
- Centralise key metrics such as financial performance, KPIs such as sustainability, jobs, exports and revenues.

- Enable advanced analytics for governance reporting and sectoral insights
- Alignment with best industry practice and peer institutional investors.

Enterprise Ireland intends that the solution should be capable of operating as a core component within Enterprise Ireland’s wider investment and data ecosystem. This includes the capacity to integrate, where required, with existing and future systems.

The solution will be expected to support consolidated oversight and reporting of indirect investment portfolios, enabling enhanced analysis of risk exposure, performance and diversification at an overall portfolio level.

The solution should align with best practice observed across comparable institutional investors and public investment bodies, while remaining proportionate to Enterprise Ireland’s operational scale and regulatory environment.

This initiative aligns with Enterprise Ireland’s broader Service Delivery Transformation roadmap and is considered a critical enabler for operational efficiency, governance, compliance and the scaling of future investment activity.

4.4 Specification of Requirement for Initial Contract

To ensure Enterprise Ireland has complete and accurate visibility into the performance, characteristics, and outcomes of portfolio companies across all supported funds, the Portfolio Management System (PMS) must be capable of ingesting, managing, and reporting all data relating to the underlying portfolio companies of Enterprise Ireland supported funds.

Enterprise Ireland currently receives information on underlying portfolio companies from supported fund managers from the following sources.

- Quarterly management accounts provided by supported funds.
- An excel template per fund provided by supported fund managers on a quarterly basis which captures standard and custom portfolio company attributes, transactional information relating to investments and a portfolio summary at each quarter end (see template attachment).

- Additional datapoints on each portfolio company are collected annually from supported fund managers. Data collected includes the number of Irish employees, revenue and exports per portfolio company at year end.

Please note that the attached excel template has been populated with examples of the data gathered quarterly. Tenderers are asked to provide examples of how this data can be represented in dashboards or reporting on their platforms where applicable in the following requirements.

4.4.1 Functional Requirements

Requirement ID	Requirement Description
FUNC_1	Tenderers must have capability to ingest data in structured and unstructured formats into the PMS. Describe their end-to-end process for the ingestion of structured and unstructured data in the PMS.
FUNC_2	Data may be provided by supported funds in all formats (including but not limited to excel, csv., pdf, word and email.) Provide a list of all documents and data formats supported by the proposed platform, including any limitations in their response.
FUNC_3	The successful tenderer must be able to facilitate Enterprise Ireland requesting data from supported fund managers on an ad hoc basis. Describe the process for managing ad-hoc data requests.
FUNC _4	The proposed solution must provide dashboards to report the receipt status of data from fund managers. Confirm if dashboards listing the receipt status of data are available and to provide examples of such dashboards.

FUNC _5	Tenderers must offer services to validate the data before and after ingestion and to surface issues identified for resolution. Services must include the ability for the tenderer to correct data as required. Enterprise Ireland must also have access to add, correct and update data if required. Describe in detail the data validation, controls, processes, rules, workflows, correction options and tools supported by the proposed platform. In addition, outline if there is a facility for incorrect information to be rejected and returned to the fund manager for resubmission.
FUNC _6	The proposed platform must support traceability that allows users to view, access, and trace the underlying source documentation for any data item stored within the platform. Outline in detail how the proposed platform allows data to be traced to the source documents including how documents are stored, referenced, and accessed.
FUNC _7	The proposed platform must maintain a full audit trail for all data entered, amended or updated. Describe in detail the audit functionality, including tracking of user actions, timestamps, versioning, and reporting capabilities.
FUNC_8	The proposed platform must track standard metrics. Provide a list of standard metrics tracked, to describe how these are tracked within their platform and to provide examples of reporting of such metrics.
FUNC_9	The proposed platform must capture, manage and report custom portfolio company attributes.

	Supported funds provide custom details in the quarterly template (excel template attachment). Examples include but are not limited to the list below. ▪ Financing round type at each investment, ▪ Geographic information at each investment and subsequent points in time, ▪ Econometric indicators such as jobs, exports, and revenue at initial investment, at divestment, and on an annual basis, ▪ Diversity statistics such as female founder status, ▪ Sustainability KPIs. Additional custom details, primarily in relation to jobs, revenues, exports and sustainability metrics, are provided by supported funds annually. Outline how the platform stores and manages custom company attributes and to provide examples of reporting of same.
FUNC_10	The proposed platform must facilitate the collection and ingestion of new custom attributes and must have the ability to backfill these new custom attributes against existing portfolio companies/funds as required. Describe in detail the process of adding new custom attributes and backfilling new custom attributes against existing portfolio companies.
FUNC_11	The proposed platform must accommodate tracking and reporting of information such as portfolio company details, including but not limited to name updates, mergers, expansions to new locations, share adjustments and shares received as part of an exit package. Describe in detail the process of tracking and reporting of information and explain how the proposed platform manages portfolio company updates and structural changes.
FUNC _12	The proposed platform must have reporting functionality for all standard and custom data within the system. Reporting functionality must exist for all data points by multiple portfolio company attributes housed with the proposed solution. Examples include but are not limited to reporting by

	Enterprise Ireland Scheme, by Fund, by fund manager, by portfolio company, by sector, by stage of development, by geography, by number of jobs, by quantum of revenue and exports generated. Explain how the platform can interrogate the data across all dimensions and provide reporting by attributes within the system. Describe the filtering and drill-down options available across attributes. Provide examples of reporting using filtering and drill-down functionality.
FUNC _13	The proposed platform must track and report underlying portfolio company cost, value, proceeds, exit multiples and performance metrics within the system at pre-agreed points in time. For example, the proposed solution must facilitate the reporting of the total cost, value and proceeds of underlying portfolio companies by Scheme, by Fund, by portfolio company, by sector, by stage and by region, etc. Describe how the solution tracks and reports cost, value and proceeds, exit multiples and performance metrics of underlying portfolio companies across the required dimensions. Provide examples of the reporting of this information using the data included in the quarterly excel template.
FUNC_14	The proposed solution must have functionality to automatically track financial performance over time, including but not limited to movements in fair values and realised and unrealised gains and losses since inception and between periods at Scheme, Fund and investee company levels. Explain how the platform performs financial variance analysis and to provide examples of the reporting available from their platform illustrating this analysis.

FUNC _15	Supported funds provide details on new and follow-on investments in the quarterly template included in the excel template attachment. The proposed platform must track and report the number of new and follow-on investments and the quantum invested by the fund in underlying portfolio companies. Reporting is required across multiple dimensions, including but not limited to since inception, by quarter and by year, by Scheme, fund, stage and sector, region in Ireland etc. Detail the process for tracking and reporting investments in underlying portfolio companies. Provide examples using the data specified in the quarterly template in excel attachment
FUNC_16	Supported funds provide details on divestments as part of their Portfolio Summary in the quarterly excel template included in the excel template attachment. The proposed platform must track and report on exits realised by the funds. Details required include but are not limited to the proceeds returned to the fund from each portfolio company exit since inception, by quarter and by year, by Scheme, by fund, by stage by sector, by geography etc. Information such as exit type, date if exit, was the exit a full or partial realisation, exit multiples, and performance metrics must be tracked and reported. Detail the process for tracking and reporting of divestments in underlying portfolio companies across the required dimensions. Provide examples of reporting of divestments using the data contained in the quarterly template in the excel template attachment.
FUNC_17	The proposed platform must enable Enterprise Ireland to track the deployment of investments by EI-supported funds against key metrics,

	including deployment against strategy and geographical deployment within Ireland. Describe how the platform tracks and reports investment deployment and provide examples of reporting available.
FUNC_18	The proposed platform must track the total round size, financing round type and other significant co-investors in new and follow-on investments in each underlying portfolio company and report these details including the leverage generated through Enterprise Ireland's investment. Explain in detail how this data can be tracked on the proposed platform.
FUNC_19	The proposed platform must have the ability to close reporting periods, for example, following the completion of the year end process, the platform must have functionality to lock or snapshot the data for that period and to identify any modifications made to the data after it has been reported. Describe in detail how the platform manages reporting period closes, locking functionality, and tracking of post close adjustments.
FUNC_20	The proposed platform must have the functionality to track fund holding periods of each underlying portfolio company. Describe in detail how the solution can track and report a fund's holding period for each underlying portfolio company.
FUNC_21	The proposed platform must have the functionality to store documents or integrate with Enterprise Ireland's SharePoint Online Document Storage. Describe in detail how the proposed document storage, including any integration capability.

FUNC_22	The proposed solution must have currency conversion functionality. Describe the currency conversion functionality, including supported currencies, exchange rate sources, update frequency, and calculation methods.
FUNC_23	The proposed platform must be flexible and scalable to cater for additional fields, schemes, funds and underlying portfolio companies to be collected and reported on. Describe how the system is scalable to cater for growth in funds under management as outlined above.
FUNC_24	The platform must provide industry standard, best practice reports. Explain what standard reporting templates are available and how they align with industry best practice
FUNC_25	The platform must facilitate user creation of ad hoc reports, reporting templates and dashboards. Describe how users can create ad hoc reports, reporting templates and dashboards.
FUNC_26	The proposed solution may have capability to collect data from supported funds on a quarterly basis. Describe in detail how the end-to-end process for the collection of data from supported funds.
FUNC_27	The proposed solution should have functionality to track the fund's percentage equity holding in its portfolio companies. The financial instrument used by the funds to invest in their underlying portfolio companies may also be available. An example of how this is collected is

	included in the quarterly excel template provided by the funds in the excel template attachment. Describe the end-to-end process for tracking the financial instrument of the investment and the equity percentage holding where applicable in the underlying portfolio companies and provide examples of reporting provided to existing clients.
FUNC_28	The quarterly excel template attached provided by supported fund managers includes details of the econometric indicators such as jobs, exports and revenue on initial investment and on divestment. On an annual basis additional information from supported funds are received in relation to jobs, exports and revenue at year end. The proposed solution should have functionality to track and report the progression of such econometric indicators per underlying portfolio company and by holding period, per fund, per fund manager, per Scheme, per sector, per stage, per region between initial investment and divestment and at pre-agreed points in time. Describe in detail the functionality available to track and report on the progression of econometric and sustainability indicators and KPI's per portfolio companies across the required dimensions. Provide examples of reporting of same.
FUNC_29	The quarterly excel template attached provided by supported fund managers includes details of the financing round type, for example, from Pre-Seed to Seed to Series A. The proposed solution should have functionality to track the progression of the company across financing round types. Describe in detail the functionality available to track the progression of portfolio companies over financing round types over time and provide examples of reporting of same.

FUNC_30	The proposed solution should have functionality to use Enterprise Ireland's percentage holding in a fund to calculate Enterprise Ireland's indirect holding in the underlying portfolio companies. Confirm if this functionality exits within your platform and if so, describe the end-to-end process for this calculation.
FUNC_31	The proposed solution should track and report deferred proceeds from fund exits where the fair value of the deferred proceeds is provided by fund managers. The quarterly excel template attached provided by supported fund managers includes details of exited portfolio companies where the fund managers expect to receive deferred proceeds in the future and have applied a fair value to those deferred proceeds in their Portfolio Summary. Describe how the solution tracks and reports deferred proceeds where such information is available in quarterly templates.
FUNC_32	The proposed solution should have capability to monitor investment guidelines, thresholds, concentration limits, restrictions and risk exposures with alerts. Describe in detail how the solution monitors such guidelines and restrictions.
FUNC_33	The proposed platform should have the ability to perform scenario analysis to assess the impact of different market conditions on the portfolio. Describe in detail how the proposed platform performs scenario analysis, including how different market conditions, valuation changes, risk assumptions, or economic variables can be modelled and how the results are presented to users.

4.5 Security and Compliance

Requirement ID	Requirement Description
NON_FUNC_SEC_1	The proposed platform must have the capabilities to support Single Sign-on (SSO) and should be able to integrate with Enterprise Ireland's Azure AD / Microsoft Entra ID single sign-on. Provide details on the proposed capability of integrating with Enterprise Ireland's Azure AD / Microsoft Entra ID single sign-on.
NON_FUNC_SEC_2	Tenderers must describe the information security policy and governance arrangements applicable to the proposed solution, including how information security is governed, monitored and allocated to appropriate roles and responsibilities for the service.
NON_FUNC_SEC_3	The proposed platform must provide secure, role-based access control with granular permissions to end users. Tenderers must provide details on the proposed platform role-based security.
NON_FUNC_SEC_4	Tenderers must describe the role-based access control, permissions and privileged access management arrangements for the proposed solution across production, test and development environments, including authentication methods, password controls, access approval workflows, periodic access reviews and segregation of duties.
NON_FUNC_SEC_5	The proposed solution must have the capability for comprehensive logging for all user actions, such as, but not limited to, user logins role changes and user permission changes ensuring full traceability and compliance. Provide details of the logging capabilities of the proposed systems.
NON_FUNC_SEC_6	The purpose platform must enable data encryption at transit and at rest, including SSL encryption from servers to browsers in all instances. Provide details of the proposed system data encryption standards and capabilities.

NON_FUNC_SEC_7	The proposed solution should provide a secure environment to store all fund related documents provided by Fund Managers used for data ingestion. Provide details on how and where documents are stored, secured, accessed, retained and deleted, including storage location, access controls, encryption, audit logging and backup arrangements.
NON_FUNC_SEC_8	Compliance with ISO 27001 and/or SOC 2 Type II in respect of the proposed solution is desirable. • Underlying infrastructure such as hosting should be ISO 27001 and SOC 2 Type 2 compliant. Tenderers must provide details of any applicable information security certifications, attestations or independently verified assurance frameworks held in relation to the proposed solution and its hosting environment, including their scope, current status, issuing body and any relevant limitations.
NON_FUNC_SEC_9	Tenderers must have a risk management strategy that specifically addresses cyber and information security. Provide details of the strategy, including the processes for reviewing risk levels and assessing the effectiveness of existing controls.
NON_FUNC_SEC_10	Enterprise Ireland data must be logically or physically segregated from other customers' data, including how tenant separation is implemented, maintained, monitored and tested. Provide details on how Enterprise Ireland data is logically or physically segregated from other customers' data, including how tenant separation is implemented, maintained, monitored and tested.
NON_FUNC_SEC_11	Tenders must provide independent security audits on the proposed solution. Outline the frequency with which these audits are provided. Enterprise Ireland may require evidence that they have been carried out.
NON_FUNC_SEC_12	Tenderers must confirm their willingness to cooperate with Enterprise Ireland's vendor risk management and security assurance processes during the contract, including periodic security reviews, requests for

	updated assurance evidence and reasonable external review of relevant security controls where required.
NON_FUNC_SEC_13	Tenderers must carry out vulnerability management, patch management and release management processes for the proposed platform. Provide details of the vulnerability management, patch management and release management processes including how vulnerabilities are identified, prioritised, remediated and communicated where relevant to Enterprise Ireland.

4.6 Performance, Reliability, Extendibility & Scalability

NON_FUNC_PERF_1	The proposed platform should enable standard portfolio queries to display results within 3 seconds under normal operating conditions. Tenderers must describe the expected performance of the proposed platform, including typical response times for standard queries, any assumptions or dependencies underpinning those response times, and any limitations or exclusions that may apply.
NON_FUNC_PERF_2	The proposed platform should be capable of supporting but not limited to 20 concurrent users simultaneous without performance degradation. Tenderers must describe in detail any limitations on number of current users supported by the proposed platform.
NON_FUNC_PERF_3	The proposed platform should be capable but not limited to handling 300 transactions per minute. Provide details on any limitations on the number of transactions per minutes by the proposed platform.
NON_FUNC_PERF_4	The proposed platform should have the capability of automatic failover for critical components to ensure continuous operation. Provide details on the proposed solution capability of automatic failover.
NON_FUNC_PERF_5	The proposed platform should have Immutable backups with RPO (Recovery Point Objective) and RTO (Recovery Time Objective).

	Provide details of how backups and recovery are performed including all frequency of backups and recovery times.

4.7 Hosting

Requirement ID	Requirement Description
NON_FUNC_HOS_1	The proposed platform must be hosted in the European Economic Area (EEA) in a datacentre delivered as a Software as a Service (SaaS) model provided by the service provider. A second hosted datacentre in EEA will be required for failover capability. Provide full details of the proposed platform's hosting location(s), including geographic region(s) and data centre locations. In addition, tenderers shall identify all third-party providers involved in delivering hosting or infrastructure services and outline their roles and responsibilities.
NON_FUNC_HOS_2	The Successful Tenderer must provide all system hardware and software for the proposed platform deploy in the datacentre facilities. Provide monitoring and alerting capabilities. Support scalability. Provide full details of the proposed system hardware and software deployed.

4.8 Disaster Recovery

Requirement ID	Requirement Description
NON_FUNC_REC_1	A full Disaster Recovery (DR) capability and plan are required which will be incorporated into the Business Continuity Plan. Provide details of the Disaster Recovery capability and plan.
NON_FUNC_REC_2	The Disaster Recovery plan should include but not be limited to a data backup plan which should specifies backup frequency, immutability, RPO/RTO, and restoration procedures. Provide details of the data backup including frequency and restoration procedures.

NON_FUNC_REC_3	A security incident management process is required including communication protocols. Provide details of the security incident management process and communication protocols.

4.9 Data Migration

It is anticipated that data will be transferred from different platforms Enterprise Ireland are using such as SharePoint (lists) and Excel where in some cases may be working independent of each other. The proposed PMS platform must include but is not limited to:

Requirement ID	Requirement Description
NON_FUNC_MIG_1	**Migration Strategy:** Develop a detailed data migration strategy and timeline which includes but is not limited to, the type of approach being used and why, and the extraction of data (big bang, phased or both). Provide full details for a migration strategy.
NON_FUNC_MIG_2	The successful tenderers must carry out accurate mapping of legacy data fields to the new system's data model, the handling of historical data, data cleansing using appropriate quality metrics, clear methodology for transforming data to the new system, the automation tools and techniques used for Extract, Transform, Load (ETL). Describe the proposed approach for ensuring accurate mapping of legacy data fields, outline your methodology for handling historical data, data cleansing and transforming data into the new system. Provide details of migration automation tools and techniques that will be employed.
NON_FUNC_MIG_3	**Coordination:** The Successful Tenderer must work closely with the Enterprise Ireland data team, for cleansing, transforming and migrating the data, testing and validating that migration is completed successfully with no loss of data while maintaining data integrity.

	Provide details on how you propose to work with Enterprise Ireland data team to ensure cleansing, transforming and migrating the data, testing and validating that migration is completed successfully. Outline roles and responsibilities for each of these activities.

4.10 Integration

Requirement ID	Requirement Description
NON_FUNC_INTG_1	The proposed platform must provide RESTful APIs that can be securely consumed and integrated with Enterprise Ireland's Azure Integration Services infrastructure, adhering to industry-standard security, authentication, and encryption requirements. Provide details of API's provided by the proposed system and security, authentication, and encryption.
NON_FUNC_INTG_2	Data collection must be secure, and scalable and should have support for integration with scraping/AI tools and workflow automation. Provide details on how data is collected including automation and tools used.

4.11 Usability and Accessibility

Requirement ID	Requirement Description
NON_FUNC_ACESS_1	The platform must comply with the Website Content Accessibility guidelines (WCAG) 2.1 and 2.2, which are mandatory for the public sector and the European Accessibility Act (Directive (EU) 2019/882 on the accessibility requirements for products and services. Provide details of accessibility compliances.
NON_FUNC_ACESS_2	The platform must offer an intuitive, user-centred UI/UX that facilitates efficient interaction for all users.

	Provide details on how the proposed platform provides a user-centred UI/UX.

4.12 Testing

Requirement ID	Requirement Description
NON_FUNC_VAL_1	The proposed solution must support a comprehensive range of tests, including but not limited to: ○ Performance testing ○ Security testing ○ Recovery (downtime/failure) testing ○ User Acceptance testing ○ Data Migration testing ○ Compliance and Regulatory testing Provide details on the range of testing provided by the proposed solution and roles and responsibilities for each of the required activities.

4.13 Training

Requirement ID	Requirement Description
NON_FUNC_TRA_1	**Training plan:** Develop a comprehensive training plan for Enterprise Ireland users covering initial rollout and updates covering the duration of the framework, including but not limited to train the trainer. Provide details of the proposed training plan.
NON_FUNC_TRA_2	The proposed solution must provide a Self-Service FAQs, knowledge base for user support. Provide details of FAQ’s and knowledge base provided to support Enterprise Ireland users.
NON_FUNC_TRA_3	Training materials: The provision of computer-based training materials, which may be used subsequently for refresher or onboarding training.

	Provide details for computer-based training materials.
NON_FUNC_TRA_4	The successful tenderer must deliver continuous training and knowledge transfer to ensure users are fully equipped to adopt system updates and newly released features. Provide details on continuous training and knowledge transfer.

4.14 Quality and Expertise of Resources

Enterprise Ireland requires the Tenderer to provide a suitably qualified, experienced, and resourced delivery team. The proposed team must demonstrate the capability to manage the solution across all key phases, including project planning, design, data migration, quality assurance, user enablement, and post-go-live support.

Tenderers are expected to nominate dedicated named roles with clearly defined responsibilities, supported by relevant experience in delivering comparable portfolio management or enterprise solutions. As a minimum, the Tenderer must provide the roles outlined in the table below, meeting or exceeding the stated resource numbers and experience thresholds.

Role	Minimum Number of Resources	Minimum Years of Experience
Project Manager	1	5
Data Migration Lead	1	5
Training Lead	1	3
Quality Assurance Lead	1	3
Hypercare Support	2	2

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

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

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

Tenderers should note that the Framework Member 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.

4.15 Contract Management

4.15.1 Contract Manager

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

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

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

4.15.2 Service Level Agreement

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

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

- Regular management reports that may include such information as statistics and data on ongoing monitoring and analytics on overall performance.
- Key Performance Indicators information (KPIs) that will be measured and reported on to include the content, nature and frequency of reporting, these will be agreed between the parties prior to completion of the SLA. These should include, as a minimum, data ingestion, incident response time, resolution time, uptime percentage against 99.99% target, first call resolution rate.
- Contract Management – overall management of contract
- Communication channels (email, ticketing system, phone)
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures including named contacts
- Formal Complaints Procedure including named contacts
- Quality Assurance Review Procedure including frequency and scope
- Feedback Procedure
- Provide an overview of an Exit Management Plan for activities and information transfer involved for execution at the conclusion of the Framework Agreement. The Exit Management Plan might include a list of tasks and timelines for execution including appropriate solutions for the ready access, supply and transfer of relevant data,

information, and collateral, if any, to Enterprise Ireland on the conclusion of the Framework Agreement. A data handover format will need to be agreed.

- Process for continually assessing the cyber and information security controls to react known/unknown security threats, including emergency patching for actively exploited vulnerabilities and preventative actions against zero-day attacks.
- Security incident management SLAs to include:
    - Definition of security incident severity and descriptions of business impact
    - Availability of a 24/7 notification channel
    - Initial notification within 24 hours of a suspected breach based on severity (aligned to NIS2 Directive, 24 hrs is the maximum allowable to be compliant)
    - Follow-up with additional information within 72 hrs (aligned to NIS2 Directive, 72 hrs is the maximum allowable to be compliant)
    - Clear owner of incident and escalation routes
    - Responsibility for containment actions
    - Frequency of status updates based on severity
    - Post incident investigation and route case analysis report with corrective actions and timeframe for delivery based on severity
    - For incidents involving personal data, the following SLA support obligations are required: a data subject impact assessment, evidence gathering for regulatory bodies, assistance with breach notifications and support for forensic analysis
    - Clear resolution criteria and commitments regarding remediation.
    - Post incident review and lessons learned
- Notification of any change of status of independently verified compliance to security standards (ISO 27001 etc.)

- RPO and RTO targets for the restoration of service delivery in the event of an unscheduled service outage.
- Process for communicating and scheduling a planned service outage to carry out maintenance/upgrade operations

The draft SLA provided should also:

- provide a sample of proposed quarterly or regular management reports to Enterprise Ireland.
- set out your methodology for communicating with other relevant stakeholders within Enterprise Ireland including the Finance Department.
- include your approach to urgent queries (see minimum response times required in the table below).
- set out proposed meeting schedules to review performance against agreed SLA measurement criteria

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

Enterprise Ireland requires a flexible and responsive service from the Framework Member. The following minimum response times are expected:

Task	Minimum Response Time
Acknowledge e-mail/phone call	Same working day if received before noon, and on the morning of the next working day if received in the afternoon.
Respond to straightforward queries	1 - 2 working days
Respond to urgent queries	24 hours
Facilitate meeting request	2 working days
Respond to complex queries	5 - 7 working days

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

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

4.15.3 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.

4.16 Delivery Locations

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

4.17 Sustainability

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

Tenderers, in their response, should provide information on the proposed ESG initiatives for the provision of this service, as follows:

- Description of the measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote environmental sustainability and reduce any harmful impact on the environment associated with delivering the Services.

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

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

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

4.18 Pricing

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

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

4.19 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, 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.

4.20 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 (see Appendix 3). The Data Processing Agreement (DPA) includes Technical and Organisational Measures 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 Annex 1 [Technical and organisational measures/Annex I 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.**

Tenderers may be asked to provide documentary evidence of policies and procedures prior to contract finalisation.

Any software solutions used in delivering the service must be licensed, secure & GDPR-compliant

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 €150,000 per annum For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.
Insurance	Confirmation of the following insurances being in place:

Insurance Type	**Required Value €**
Employer's Liability (where applicable – see notes below)	€13 million
Public Liability	€6.5 million
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 Other Technical Criteria

Personnel & Skills
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated in the TRD.
Quality Assurance Management System
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.
Health & Safety Management System
Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD.
Environmental Management System
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.
Relevant Experience
Tenderers must demonstrate experience in delivering comparable services as detailed in section 4.4 – 4.13. As a minimum, the Tenderer must have successfully delivered at least 3 projects of a similar scope, scale and complexity within the last 5 years. Projects must be of a similar scope, scale and complexity. Tenderers must provide: - Client name (or anonymised if confidential) - Description of the project and relevance

- Scope delivered
- Contact details for reference (or confirmation that references can be provided on request).

Failure to demonstrate the above may result in exclusion from the competition.

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 Marks	Minimum Marks Required 60%
A	Cost for evaluation purposes	20%	2,000	n/a
Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender. *Cost will be assessed as set out in Note 2 below.*				
B	Fitness for purpose of the proposed solution	35%	3,500	2,100
Tenderers should provide information to enable Enterprise Ireland to assess their offer under this criterion covering the requirements detailed in Section 4 of the ITT including providing a response to requests for information. *Tenderers that provide significant amount of detail back in relation to the questions outlined in section 4.4 – 4.12 will score higher.*				
C	Proposed Methodology	10%	1,000	600
Tenderers must clearly describe in their TRD how they will deliver the service and are referred to Section 4 of the ITT				

D	**Quality of Proposed Team**	**25%**	**2,500**	**1,500**
Tenderers must clearly describe in their TRD the quality of their proposed resources to deliver on specification of requirements set out in Section 4.14 of the ITT.				
E	**Service Level Agreement & Training Requirements**	**5%**	**500**	**300**
Tenders must describe ability to adhere to SLA requirements set out in Section 4.15.2 of the ITT or detail an alternative SLA. Details on training are outlined in section 4.13				
F	**Sustainability**	**5%**	**500**	**300**
Tenderers must clearly describe in their TRD: *The measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote environmental sustainability and reduce any harmful impact on the environment associated with delivering the Services.* *Initiatives which support the circular economy that Tenderers will carry out for the term of the Framework Agreement. These must be specific to the Services.* *The measures and steps that Tenderers will implement for the term of the Framework Agreement which will promote social impact/inclusion associated with delivering the Services.* *And are referred to section(s) 4.17 of the ITT.*				

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.

NOTE 1: Tenderers should note that they must achieve a minimum rating of **60%** for each of the individual qualitative criteria (B – F) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

100%	**Outstanding**
90%- 99%	**Excellent**
80%-89%	**Very Good**
70% - 79%	**Good**
60% - 69%	**Acceptable**
Less than 60%	**Unacceptable**

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

NOTE 2: Please note that in relation to **criterion (A),** tenders will be scored in inverse proportion to the maximum score, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

NOTE 3: 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 the awarding authority to assess fully the extent of their offers.

NOTE 4: Establishment of the frameworks may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this framework should be available and present at this meeting.

NOTE 5: 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.

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

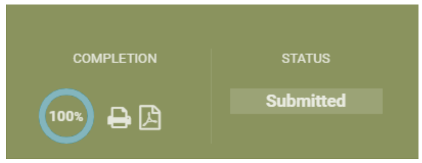
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

(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, you have not submitted your response.

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

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

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

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

6.2 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 request for tenders 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.

Where 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, t 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 that 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”.

APPENDIX 1 - FRAMEWORK AGREEMENT

Note to Tenderers: Please see pdf documents as follows:

Appendix 1 – Framework Agreement' which is a single-operator framework agreement

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 2026, for the provision of [insert title of Framework Agreement], 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

3.6.1 Enterprise Ireland (like all Irish Public Bodies) no longer sends cheques to businesses in Ireland.

3.6.2 To receive payment for your supply to Enterprise Ireland the business bank details must be submitted to accounts.payable@enterprise-ireland.com

3.7 Late Payments

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

3.7.2 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.

3.7.3 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.

3.7.4 Invoices/delivery shall be queried by Enterprise Ireland within 10 working days of receipt in writing.

3.7.5 The rate of interest payable under this sub-clause shall be ECB main re-financing rate plus 8 percentage points.

3.7.6 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. [1]

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**).
(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 an agreement for [insert type of services e.g. payroll] dated [insert date of agreement] (the **Services Agreement**) [2]].

(C) In the course of providing the Services to EI pursuant to [this Agreement/ 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"),

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[2] **Note:** this agreement can be used as a standalone processing agreement (to be included as an appendix to a services agreement). Alternatively, the clauses at sections 2 and 3 can be extracted and included directly in the contract for services with the supplier/data processor. We can assist with this as and when required.

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 [this Agreement/ 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 [this Agreement/ 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 [this Agreement/ the Services Agreement].

2.3 The Supplier is a Data Processor (the **Processor**) in respect of the Personal Data processed under [this Agreement/ 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 without the correct transfer mechanisms 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 this Agreement [or 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 this Agreement [or the Services Agreement] infringes Data Protection Law.

3.17 **Termination/Expiry**: On termination or expiry of [this Agreement/ 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 [this Agreement/ 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 [insert date/ termination or expiry of 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: e.g. webservices, email platforms, customer support, other vendors or software/platforms etc.	**Sub-Processor**	**Services**	**Location**	**Transfer mechanism (if applicable)**
	Microsoft Corporation (Example)	*Email delivery, Azure services*	*EU and US (support)*	*Standard Contractual Clauses*
				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.	
Please indicate if you have any relevant certifications e.g ISO27001/ ISO27701/27017/27018 etc, or if you have undergone any other independent audit of your information security controls, such as SOC2 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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
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,	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	• 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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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).	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	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: (i) 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"),	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	(ii) 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; (i) 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, (ii) 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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
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	Supplier must have established rules for the secure development of software and systems, incorporating at least the OWASP secure coding practices and security principles.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	A secure software development policy and lifecycle must be in place so that 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. Systems and apps must be independently penetration tested against at least the OWASP Top 10 Web Application Security Risks before release.	
PCI DSS **Applies only to Managed/Cloud based Services processing payment card data.*	Supplier must be compliant with the Payment Card Industry Data Security Standard (PCI DSS) and have the relevant Attestation of Compliance (AoC) or Report on Compliance (RoC) documentation.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Cookies & other Tracking Technologies	Supplier's platform must be compliant with ePrivacy Regulations & the GDPR as set out by the [Data Protection Commissioners guidance on Cookies & Other tracking technologies] i.e., only strictly necessary cookies are dropped without consent, all other cookies require consent.	

Any additional details relevant to the above requirements: