



ITSM Invitation to Tender

Title of Procurement:	Provision and implementation of a cloud based ITSM (IT Service Management) platform to Enterprise Ireland
Procedure:	<i>Open National</i>
eTenders RFT ID:	9106232
Enterprise Ireland Contract Reference:	2026 / 025
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Please note that information relating to this 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.	

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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

Contracting Authority:	Enterprise Ireland
Nature of procurement:	Provision and implementation of a cloud based ITSM (IT Service Management) platform to Enterprise Ireland
Type:	Service
Procedure:	Open National
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 a scalable, flexible and secure digital platform to enable its staff to effectively carry out our business processes.

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

3 Scope of the Framework

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 tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

3.3 Duration of the Framework Agreement

The framework agreement will be for one (1) year, with the option to extend for a further three (3) years, subject to a maximum of four (4) years subject to satisfactory performance, business needs and budgetary constraints all at the absolute discretion of Enterprise Ireland.

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

3.4 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €180,000 to €195,000 (ex. VAT) over the lifetime of the agreement.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement. It is anticipated that the volume of contracts will be €45,000 per annum.

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 with the tender documents. In summary, Call-off Contracts may be awarded directly on foot of the 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 this framework agreement as and when requirements within its scope arise. However, there is no obligation upon Enterprise Ireland to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

3.7 Right to tender outside 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, except for the Initial Call-off Contract. The Initial Call-off Contract will be awarded to the successful tenderer concurrently with the establishment of the Framework Agreement, subject to completion of all required verification, approval and contract execution requirements. The Framework Agreement does not otherwise 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 seeking to modernise and strengthen its IT service management capability through the procurement of a secure, scalable and cloud-based ITSM platform. The current requirement is driven by the need to support a globally distributed staff base, improve service request and incident management, enhance self-service and knowledge management, and provide better visibility of service performance, workflows and IT assets. The proposed platform must support Enterprise Ireland's immediate operational needs while also providing the flexibility to expand to additional service areas and stakeholders over time.

4.2 Detailed Specification of Requirements

4.2.1 Requirements

Enterprise Ireland requires the provision, implementation, configuration, migration, and ongoing support of a cloud-based IT Service Management (ITSM) platform to support the delivery, administration, and governance of IT support services for internal users and relevant external stakeholders.

The proposed platform must be secure, scalable, and fully supported, and capable of meeting Enterprise Ireland's current operational requirements and supporting future service expansion.

The platform should support implementation and deployment within a timeframe that enables Enterprise Ireland to realise operational value at an early stage, while minimising the need for complex configuration and extensive specialist administration.

The successful tenderer must provide a structured implementation and transition approach for the proposed platform, including project planning, configuration, migration, testing, cutover, go-live support, and post-implementation stabilisation. Tenderers must also provide appropriate training and knowledge transfer for administrators, service desk agents, and relevant business users, together with supporting documentation and user guidance materials.

The proposed platform must provide documented integration capability, including application programming interfaces (APIs) and other supported methods of interoperability, to enable integration with Enterprise Ireland systems and relevant third-party platforms. Tenderers must clearly describe the available integration methods, any limitations, and any dependencies, optional components, or additional licensing associated with such integration capability.

At a minimum, the proposed platform must provide the following core capabilities:

- Ticket management
- A self-service portal and knowledge base
- Reporting and analytics
- Service catalogue functionality, including configurable request forms and approval workflows
- Workflow automation, including routing, escalation, notifications, task creation, and business rules
- Email-to-ticket and mailbox integration
- SLA management, escalation management, and service performance monitoring
- Integration with Microsoft Entra ID, Microsoft 365, and Microsoft Teams, where required
- Multi-service desk capability within a single platform

The environment must be sufficiently configured and functional to enable Enterprise Ireland to assess the core capabilities, usability, administration, workflow, reporting, and other relevant requirements of the proposed platform.

Tenderers must clearly describe how the proposed platform meets each requirement set out in this specification and must identify any dependencies, third-party components, or additional licensing necessary to deliver the full scope of the proposed service. Tenderers must also clearly indicate whether each requirement is delivered as a standard native capability, through configuration, through an optional module, through third-party integration, or as part of the product roadmap. Where a requirement is not available at go-live, tenderers must clearly state this and identify any dependencies, timing, and additional cost.

4.2.2 Current Environment

The current platform supports approximately 900 staff globally and is used by internal end users across the organisation.

The current environment includes, at a minimum, the following components and capabilities:

- End-user devices:
 - Laptops running Windows 11 (version 25H2)
 - Mobile devices running Android OS14

- Core communication platform:
 - Microsoft Teams
- Existing ITSM functionality:
 - Ticket management
 - Email to ticket creation
 - A functioning knowledge base
 - Basic workflow automation

4.2.3 Service Management Requirements (Current and Future State)

Current Requirement

The immediate requirement is for a single ITSM platform to support Enterprise Ireland's internal users. At a minimum, the proposed platform must provide the following capabilities:

- Management of incidents and service requests
- Support for multiple request channels, including portal, email, and other configured channels
- Provide native integration with Microsoft Teams to enable users, where required, to log and update tickets, receive notifications, access support content, and interact with chatbot or virtual assistant functionality within the Teams environment
- Email-to-ticket creation and ticket updates from designated shared mailboxes or support inboxes
- Maintenance and expansion of the knowledge base
- Configurable no-code or low-code automation to support task creation, notifications, escalations, approvals, and workflow triggers based on defined business rules and service criteria
- Task management within incidents, service requests, changes, and related workflows, including the creation, assignment, tracking, and completion of individual tasks
- Configurable SLA policies, including response and resolution targets, business hours, and escalation rules
- Approval workflows for service requests and catalogue items
- Assignment groups, queues, and configurable routing rules based on service, category, location, or requester type

- Configurable dashboards and reporting for ticket volumes, SLA performance, queue management, and service delivery trends
- Support for major incident management capability, including the grouping or linking of related incidents, coordinated handling of widespread service issues, and communication of relevant service updates to affected users where required
- Effective search capability across relevant records, including incidents, service requests, knowledge content, and assets, subject to role-based access controls.

The proposed platform must also support problem management and change management capability within the same platform, including the ability to record, track, assess, approve, and manage problems, known errors, changes, and related activities. Tenderers must clearly describe the extent to which these capabilities are available within the proposed platform, including any dependencies, configuration requirements, optional modules, or additional licensing.

The proposed platform must provide appropriate administrative governance and audit capability, including traceability of key configuration changes, workflow changes, form changes, policy changes, and other relevant administrative actions. The platform must support role-based administration and controlled management of configuration changes in order to support operational governance, auditability, and service integrity.

The proposed platform must also be capable of supporting Enterprise Ireland's future service model, including potential expansion to additional internal service functions and, where required, designated external stakeholder groups. This may include internal departments such as Facilities Management and Human Resources, and external bodies such as the Credit Review Office.

The proposed platform must also be capable of supporting integrated and scalable Artificial Intelligence (AI) capabilities as part of its future product roadmap and service development potential. Where such capabilities are available, the platform should support features such as intelligent ticket classification, automated routing, knowledge recommendation, proactive issue identification, predictive analytics, and chatbot or AI-powered virtual assistant functionality. Any such chatbot or virtual assistant capability should support user interaction, knowledge surfacing, guidance through common support scenarios, and the initiation or progression of defined service requests within appropriate governance and control frameworks.

Accordingly, the proposed platform must support the following capabilities:

- Support multiple service desks within a single platform
- Enable separate self-service portals and knowledge bases for different service functions, where required
- Provide logical separation of data, workflows, reporting, and administration across different service functions or stakeholder groups
- Support role-based access control and delegated administration across multiple service functions
- Provide configurable service catalogue forms, approvals, SLAs, workflows, and reporting across different service desks or operating units

4.2.4 Transition Requirements

Enterprise Ireland requires an orderly transition from the incumbent platform to the proposed platform, with continuity of service and preservation of critical operational data throughout the transition period.

The proposed platform must support continuity of service during transition from the existing platform.

Tenderers must clearly describe any assumptions, dependencies, migration requirements, and service continuity measures associated with transition from the incumbent platform.

Tenderers must specify the proposed migration approach for tickets, users, knowledge articles, assets, service catalogue items, workflows, and relevant historical records, and must identify any limitations, exclusions, or additional tooling required to complete such migration.

The proposed platform must support retention and access to historical records, including closed tickets, knowledge content, and asset history, in accordance with Enterprise Ireland's operational, audit, and governance requirements.

4.2.5 Asset Management, Inventory and Barcode Capability

The proposed platform must provide an integrated IT Asset Management (ITAM) and inventory capability to support the governance, tracking, control, and lifecycle management of IT assets across Enterprise Ireland. The platform must provide a unified view of service requests, assets, and their relationships to support improved operational control, lifecycle management, and more effective incident and change resolution.

At a minimum, the proposed platform must provide the following capabilities:

- A centralised asset register for all IT equipment, including laptops, mobile devices, and peripherals
- Capacity to manage a minimum of 4,000 assets, with scalability
- Recording of asset attributes such as:
 - Assigned user
 - Asset Tag
 - Serial Number
 - Location
 - Status
 - Configuration
 - Lifecycle stage
- Capability for automated discovery of hardware and software across the estate
- Real-time or near real-time updates to ensure accuracy of asset data
- Visibility of installed software to support licence management and compliance
- Software licence management and compliance monitoring, including visibility of installed software, licence allocation, utilisation, and exceptions that may require remediation or audit follow-up
- End-to-end tracking of assets from procurement through to disposal
- Integration with service requests (e.g. onboarding, replacements, leavers)
- Ability to update asset status (e.g. in use, in stock, under repair, retired)
- Ability to assign and manage barcode or QR code identifiers for assets
- Support for mobile scanning (Android/iOS) to retrieve and update asset records
- Integration of barcode scanning with service management workflows (e.g. logging incidents, asset assignment, auditing activities)
- Management of stock levels for IT equipment and accessories
- Tracking of stock allocation, availability, and replenishment
- Full audit trail of asset changes and transactions
- Reporting capabilities to support:

- Asset audits
- Compliance monitoring
- Exception reporting

The proposed platform must support the maintenance of relationships between users, devices, assets, services, and tickets in order to support service context, impact assessment, and improved operational governance.

The proposed platform must enable Enterprise Ireland to strengthen asset governance, improve data accuracy, support audit and compliance activity, and reduce reliance on manual asset tracking processes. Tenderers must clearly describe how these capabilities are delivered within the proposed platform and identify any dependencies, optional modules, or additional licensing requirements.

4.2.6 Knowledge Base and Self-Service Portal

The proposed platform must include a structured and fully integrated knowledge management capability that supports both service desk agents and end users.

At a minimum, the knowledge base must:

- Support the creation and management of:
 - Knowledge articles
 - FAQs
 - Standard operating procedures
- Provide advanced search functionality for rapid information retrieval
- Automatically present relevant knowledge articles during ticket creation and request submission to improve resolution times and support ticket deflection
- Support categorisation, tagging, and lifecycle management of articles
- Enable controlled visibility (e.g. internal-only, end-user-facing, department-specific content)
- Provide usage insights or analytics to support continuous improvement of knowledge content and self-service effectiveness

The proposed platform must support governance features including:

- Article approval and review workflows

The proposed platform must provide a user-friendly self-service portal that:

- Is accessible via Single Sign-On (SSO)
- Supports integration with Microsoft Entra ID or equivalent enterprise identity services for authentication and user access management
- Enables users to:
 - Log service requests and incidents
 - Upload supporting attachments
 - Track request status
- Provides direct access to the knowledge base to support self-resolution
- Supports configurable service catalogue forms and request submission journeys

The proposed platform must also:

- Support multiple self-service portals for different service desks
- Provide a consistent but configurable user experience
- Be optimised for use across desktop and mobile devices
- Support access to self-service and support interaction through Microsoft Teams, where required, including ticket submission, status updates, notifications, and chatbot or assistant capability
- Support broader integration with Microsoft 365 services, where required, to enable identity, communication, notification, and collaboration capabilities associated with the proposed platform

Tenderers must clearly describe how the proposed knowledge management and self-service portal capabilities meet the requirements set out in this section, including any configuration assumptions, dependencies, optional features, or additional licensing requirements.

4.3 Quality and Expertise of Resources

At a minimum, Tenderers must demonstrate access to the minimum numbers of skilled personnel stated in section 5.1.3. The skills outlined may reside in the same person; however, Tenderers must demonstrate access to a minimum of seven resources overall.

Skillset	Minimum Number Required	Number of Full Time Equivalents (FTE)	Number of FTEs provided by 3rd Parties (if required)
Contract Manager / Account Manager, minimum 5 years' relevant experience	1		
ITSM Implementation Lead / Solution Consultant, minimum 5 years' experience implementing cloud-based ITSM platforms	1		
Technical Configuration, Integration and Migration Specialist, minimum 3 years' relevant experience	5		
Total	7		

Tenderers are expected to nominate dedicated named roles with clearly defined responsibilities, supported by relevant experience in delivering comparable ITSM implementations or enterprise service management solutions.

The successful tenderer will be required to demonstrate the capability, expertise, and capacity necessary to design, deliver, and continuously improve ITSM over the duration of the contract.

Tenderers must submit a CV, not exceeding two A4 pages and using the format in the TRD, for each resource identified in their response. The CVs submitted must collectively demonstrate coverage of the roles and minimum personnel requirements set out in this section and section 5.1.3. Tenderers may submit no more than ten CVs. Where more than ten personnel may support delivery, CVs should be provided for the ten key resources whose

experience is relied upon for evaluation. Tenderers must also provide an organisational structure showing roles, reporting lines and dispute-escalation arrangements.

Tenderers should identify all relevant certifications, accreditations and professional qualifications held by each proposed resource. Relevant qualifications may include ITIL or equivalent service management certifications, ITSM platform/vendor certifications, IT Asset Management, information security, cloud services, integration, project delivery, workflow automation, reporting or data management qualifications, where applicable.

Tenderers must confirm the anticipated availability of each proposed key resource and describe how continuity of key personnel will be maintained throughout the Framework Agreement and any call-off contracts. Any proposed replacement of Key Personnel shall require Enterprise Ireland's prior approval and must be supported by evidence that the replacement resource has equivalent or greater qualifications, experience and expertise.

Enterprise Ireland will be assessing the experience of the resource(s) in terms of coverage of the requirements listed in Section 4.2.

Higher marks are likely to be awarded where tenderers demonstrate a strong, balanced team with relevant senior-level expertise, evidence of comparable engagements, clear role allocation, demonstrable availability, and experience in providing advisory, governance and assurance services in ITSM environments.

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.

Where specialist consultants, subcontractors, partner organisations or affiliate resources are proposed, the tenderer must clearly describe their role, proposed level of involvement, relationship to the tenderer, governance arrangements, and how quality, availability and accountability will be managed. The tenderer shall remain fully responsible for the delivery and quality of all services.

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.

4.4 Account Management

Enterprise Ireland requires tenderers to nominate a dedicated account 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.

4.4.1 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.

4.4.2 Service Level Agreement

Tenderers are required to provide a draft Service Level Agreement (SLA) for Enterprise Ireland which will describe in detail how they propose to address the execution and performance monitoring of the service provision.

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

- Project Management
- Key Performance Indicators that will be measured and reported on to include the content, nature and frequency of reporting.
- Service Credits for non-performance of agreed service levels
- Communication Plan and Escalation Procedures
- Formal Complaints Procedure

The draft SLA provided should also:

- Provide samples of the management reports to Enterprise Ireland that you propose to employ for this project, indicating their proposed frequency;
- Set out how you will communicate with relevant stakeholders within Enterprise Ireland including the Finance Department;
- Detail your standard response times to requests received from Enterprise Ireland, including your approach to urgent queries.

Tenders will be scored on the level of confidence their proposals give Enterprise Ireland that a high-quality service will be delivered (whilst at a minimum meeting the minimum response times outlined in section 4.4.3 below). The more confidence Enterprise Ireland has that the proposals will deliver a high-quality service, the higher the Tender is likely to score.

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

4.4.3 Minimum response times

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

Task	Minimum Response Time
Acknowledge e-mail/phone call	Same working day if received before noon, and on the morning of the next working day if received in the afternoon.
Respond to straightforward queries	1 - 2 working days
Respond to urgent queries	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 premises (to be advised to the Framework Member in advance).

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

4.4.4 Invoicing

Invoices shall be submitted by the successful tenderer on a monthly basis for all costs incurred in the preceding month. All official invoices must quote a purchase order number and submitted directly to Accounts Payable (accounts.payable@enterprise-ireland.com). All invoices which do not quote the relevant order number(s) will be returned to the supplier.

4.5 Delivery Locations

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

4.6 Sustainability

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

good governance and longevity), it is important to Enterprise Ireland that it considers the sustainability of its own business activities and wider ESG standards.

Tenderers, in their response, should provide information on the proposed ESG initiatives for the provision of 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 and standards should also be referenced. Tenderers should also detail the commitments, reporting arrangements and evidence that will be provided to Enterprise Ireland regarding sustainability and wider ESG performance.

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

4.7 Pricing

The maximum prices chargeable in respect of all items contracted for during the initial one-year term of the Framework Agreement shall be set out in the Form of Tender and the Pricing Schedule in the Tender Response Document submitted as part of the Tender. All prices quoted must be exclusive of VAT and stated in euro.

Thereafter, prices will only be considered for review in consultation with Enterprise Ireland. Any approved increase shall not exceed the relevant increase in the Consumer Price Index, unless otherwise agreed in writing by Enterprise Ireland in accordance with the Framework Agreement.

4.8 Award to Runner Up

If the designated successful tenderer cannot enter into the Framework Agreement or Initial Call-off Contract, Enterprise Ireland may invite the next highest-scoring tenderer to do so on the terms advertised, provided that the tender remains valid and all verification and approval requirements are satisfied.

If the Framework Member cannot deliver the required services under a Call-off Contract, Enterprise Ireland may exercise its rights and remedies under the Framework Agreement and the relevant Call-off Contract, including termination where applicable, and may procure the requirement outside the Framework Agreement in accordance with applicable procurement rules.

4.9 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, Tenderers are required to enter into a Data Processing Agreement with Enterprise Ireland (Appendix 2). The Data Processing Agreement (DPA) includes Appendix 1 Data Processing Annex that Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in Appendix 2. Tenderers should familiarise themselves with the entire agreement and its obligations. Particular attention is drawn to the Technical and Organisational Measures and Annex 1, the Data Processing Annex, which must be completed and returned as part of the Tender Response Document.

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 €100,000 per annum over the last 3 years. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer’s auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland. NOTE #1: In the case of the tenderer being a grouping, this condition may be satisfied by the group members as a whole, or by reliance on the lead candidate. Where group members are relying on the lead tenderer’s financial capacity, self-declaration / evidence will only be required of the lead. NOTE #2: In the case of firms more recently established evidence of pro-rata turnover will suffice.	
	Insurance	
	Confirmation of the following insurances being in place:	
	Insurance Type	Required Value €
	Employer’s Liability (where applicable – see notes below)	€13 million
Public Liability	€6.5 million	
Professional Indemnity	€1 million	
Cyber Liability	€2 million	
For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion.		
Notes re Employer’s Liability:		
#1 Sole traders with no employees are not required to have this insurance.		

#2 In the case of certain jurisdictions, alternative insurance arrangements exist (i.e. Government schemes)

#3 The nearest currency equivalents may be accepted depending on the level of cover

5.1.2 Previous Experience

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

Satisfactory Previous Experience

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

Details of **three (3) reference contracts** relating to delivery for public or private sector clients which demonstrate, to the satisfaction of Enterprise Ireland, the Tenderer's experience in successfully delivering the provision and implementation of a cloud based ITSM (IT Service Management) platform, demonstrating the specific requirements set out at below that is of a similar nature and scale. Each reference contract must relate to services delivered **within the 36 months prior to the deadline for submission of Tenders**. Reference contracts outside this timeframe will not be considered.

All three reference contracts must demonstrate the following:

- (i) relate to the successful provision, implementation and configuration of a cloud-based ITSM platform, including incident management, service request management, workflow automation, reporting, self-service and knowledge base capability;
- (ii) relate to the migration, configuration, integration and ongoing support of an ITSM platform for an organisation of comparable scale or complexity, including integration with enterprise identity, email, collaboration and/or asset management systems.

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

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

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

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

5.1.3 Other Technical Criteria

Tenderers must demonstrate access to the skills, certifications, technical resources and vendor relationships necessary to deliver the Services. Evidence may include relevant ITSM platform certifications or partner status, ITIL or equivalent service management certifications, cloud, integration, migration, IT Asset Management, information security and project delivery certifications, relevant reference projects, or access to suitably qualified subcontractors or partner organisations.

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.

5.2 Award Criteria

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

5.2.1 Evaluation Principles

Enterprise Ireland will evaluate Tender responses solely on the basis of the information submitted in response to the requirements set out in this Invitation to Tender.

Tenderers should not assume prior knowledge of their organisation, products, services, methodologies, personnel, previous experience, or previous work undertaken.

The burden of demonstrating compliance with the requirements of this competition rests entirely with the Tenderer.

Enterprise Ireland reserves the right to evaluate Tender responses only on the basis of information submitted in the Tender and any clarifications sought during the evaluation process.

The framework will be awarded on the basis of the Most Economically Advantageous Tender (MEAT), taking into account the award criteria and weightings set out below.

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%
A	Cost for evaluation purposes	20%	2000	n/a
<i>Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender and completing the separate Pricing Schedule (excel sheet)</i>				
B	Quality of Team	25%	2,500	1,500
<i>Tenderers must clearly describe in their TRD the quality of their proposed resources and are referred to Section 4.3 of the ITT</i>				

C	Account Management and Service Level Agreement	10%	1,000	600
<i>Tenderers must clearly describe in their TRD how they will deliver the service and are referred to Section 4.4 of the ITT</i>				
D	Proposed Methodology	40%	4,000	2,400
<i>Tenderers must clearly describe in their TRD how they will deliver the service and are referred to section(s) 4.2 of the ITT</i>				
E	Sustainability	5%	500	300
<i>Tenderers must clearly describe in their TRD:</i> <i>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.</i> <i>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.</i> <i>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.</i> <i>And are referred to section(s) 4.6 of the ITT</i>				

NOTE 1: QUALITATIVE SCORING MATRIX

The evaluation team may award any score within the available scoring range. The descriptions are intended as guidance to assist the evaluation team in determining the most appropriate score. Where a response demonstrates

characteristics that fall between descriptors, evaluators may award an intermediate score that reflects the overall quality of the response.

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

%	Rating	Description
100%	Outstanding	An outstanding response demonstrating an exceptional understanding of the requirement. The response is comprehensive, highly convincing and supported by excellent evidence, examples and methodology. It offers full assurance to Enterprise Ireland that the Tenderer will deliver to an exceptional standard, with no reservations.
90% - 99%	Excellent	An excellent response demonstrating a comprehensive understanding and offering high-level assurance to Enterprise Ireland that the Tenderer will deliver to an excellent standard, with only minor reservations.
80% - 89%	Very Good	A very good response demonstrating a thorough understanding and offering assurance to Enterprise Ireland that the Tenderer will deliver to a very high standard, with few reservations.
70% - 79%	Good	A good response demonstrating a good understanding and offering assurance to Enterprise Ireland that the Tenderer will deliver to a high standard but does not provide sufficiently convincing assurance to award a higher mark.
60% - 69%	Acceptable	An acceptable response demonstrating a satisfactory understanding and offering assurance to Enterprise Ireland that the Tenderer will deliver to an acceptable standard.

Responses scoring below 60% will be deemed Unacceptable and will not be considered further in the evaluation process.

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

NOTE 2: MINIMUM QUALITATIVE THRESHOLDS

Tenderers should note that they must achieve a minimum rating of **60%** for each of the individual qualitative criteria as subject to a minimum threshold.

Where a minimum threshold applies, it shall be assessed independently of the Tender's overall score.

Any Tender receiving less than 60% in a criterion where a minimum threshold applies will be eliminated from the competition irrespective of the total score achieved across all criteria.

Enterprise Ireland reserves the right not to evaluate remaining Award Criteria where a Tender has already failed to achieve a mandatory minimum threshold.

NOTE 3: PAGE AND WORD LIMITS

Where a page limit or word limit has been specified for an Award Criterion or response requirement, Tenderers must comply with that limit.

Enterprise Ireland will only read and evaluate the submission up to the applicable page or word limit. Any information included beyond the stated page or word limit will not be evaluated and will not be taken into account when scoring the Tender.

Unless expressly stated otherwise, appendices, annexes, screenshots, images, charts, diagrams and other supporting materials will be included when calculating compliance with any specified page limit.

NOTE 4: HYPERLINKS AND EXTERNAL CONTENT

Tenderers are not permitted to submit general marketing material as part of their Tender or to attach documents unless specifically requested in this Invitation to Tender.

Tender responses must not rely on hyperlinks, websites, portals, cloud repositories or other external sources unless Enterprise Ireland expressly requests or permits a link for a specified item. Where Enterprise Ireland expressly permits a link, the linked material must be accessible without registration or payment and will be evaluated only to the extent stated in the relevant response requirement.

Any material submitted beyond any applicable page or word limit, including material accessed through hyperlinks, will not be evaluated.

NOTE 5: COST EVALUATION

Marks for Award Criterion A will be calculated using the total evaluated cost derived from the completed Pricing Schedule. The evaluated cost will include all cost components identified for evaluation in that schedule over the stated evaluation period and using any quantities or assumptions stated in the Pricing Schedule. The lowest evaluated cost submitted by a compliant tender not previously eliminated will receive the maximum 2,000 marks.

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

Cost score = Lowest Evaluated Tender Cost ÷ Tenderer's Evaluated Tender Cost × 2,000.

NOTE 6: TENDER RESPONSES

Tenderers should ensure in their Tenders that they provide detailed information in respect of all aspects of the Award Criteria as stated above. Enterprise Ireland will evaluate only the information submitted in the Tender Response and any clarifications sought during the evaluation process.

Tenderers should not assume that Enterprise Ireland has prior knowledge of their organisation, experience, methodologies, solutions or capabilities and should therefore ensure that all information necessary for evaluation is clearly set out within the Tender

6 INSTRUCTIONS TO TENDERERS

6.1.1 Submission of Tenders

Enterprise Ireland is using the eTenders Tender Postbox for the electronic submission of Tenders. Tenders must be submitted through the postbox for this Competition on www.etenders.gov.ie before the deadline stated on the cover page. Tenders submitted by email, post, hand delivery or any other means 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 the Contracting Authority 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

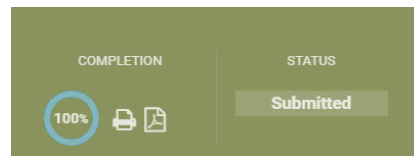
Accessing documents

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:

- Log-in to the system;
- Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- Click on the hyperlink for the competition which will bring you to the CfT Workspace
- In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop-down menu
- Complete the “Association with the CfT” tab.
- This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step is to select Submit and verify that the eTenders workspace confirms that the Tender has been successfully submitted.



If no confirmation is displayed, the Tender has not been submitted.

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 FILE NAMES.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required documentation before the closing date/time. Tenderers should take into account the fact that upload speeds vary.

It is the Tenderer's responsibility to ensure that its Tender is complete and uploaded in accordance with the instructions on eTenders before the deadline stated on the cover page.

Tenders that are received via other means WILL NOT be considered in this procurement competition.

6.1.2 Queries

All queries regarding this tender should be submitted using the message tool on the eTenders platform. The Closing date for receipt of queries is **as per the front page.**

Queries should be in question format and submitted by the messaging tool **only**. Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other. Tenderers should note that Enterprise Ireland will not respond to individual Tenderers privately.

Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated.

6.1.3 Query Process for Framework and Contract Terms and Conditions

Please refer to the Single-Party Framework Agreement, including the terms and conditions governing Call-off Contracts, set out in Appendix 1 and issued as a separate document forming part of the Tender Documents. It is intended that these terms and conditions will be finalised, with minor amendments if necessary, during the Query process. Tenderers should use the query process set out in section 6.1.2 to identify any clauses they wish to discuss and describe each proposed amendment clearly and in detail. Responses to queries will be broadcast on eTenders to all tendering parties. Enterprise Ireland may modify the terms and conditions at its sole discretion and will not subsequently discuss proposed amendments during the tender assessment process or at framework or contract award stage.

6.1.4 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.

6.1.5 Tender Documents - Ambiguity, Discrepancy, Error, Omission

If a Tenderer considers that any document needed to prepare a comprehensive Tender is missing, the Tenderer must notify Enterprise Ireland through the eTenders messaging tool 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.

6.1.6 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.

6.1.7 Extension of Tender Period

Enterprise Ireland reserves the right at any time before the Tender Deadline and 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.

6.1.8 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.

6.1.9 European Single Procurement Document (ESPD)

Enterprise Ireland 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 Section 5.1

6.1.10 Form of Tender

Tenderers are required to complete, sign and return the Form of Tender in the format specified in the Tender Response Document. Failure to provide a duly completed Form of Tender may result in the Tender being rejected, subject to Enterprise Ireland's rights and obligations regarding clarification of incomplete or erroneous information under applicable procurement rules.

6.1.11 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.

6.1.12 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.

6.1.13 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.

6.1.14 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.

6.1.15 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.

6.1.16 Freedom of Information Act

Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed. 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 while 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.

6.1.17 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 Invitation to Tender.

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

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

It is the intention of the Contracting Authority that no data gathered on behalf or entered by the Contracting Authority 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 any Personal Data is transferred outside the EEA, including to the United Kingdom or any other third country, the transfer must comply with Chapter V of the GDPR. Tenderers must identify each transfer location, the relevant sub-processor, the applicable transfer mechanism, including any adequacy decision or Standard Contractual Clauses where required, and any

supplementary measures. No transfer may take place without Enterprise Ireland's prior written approval and completion of any required transfer risk assessment.

6.1.19 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 by a third party on their behalf. In tendering, tenderers agree to facilitate such audits.

6.1.20 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. <mailto:nonrestaxclearance@revenue.ie>

6.1.21 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).

6.1.22 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's tenders and in delivering contracts awarded to them.

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

6.1.23 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.

6.1.24 Correction of Errors

Detailed pricing in all tenders will be examined for manifest errors that might alter the tender price as stated in the Form of Tender or the electronic pricing documentation submitted through eTenders. In general, the following rules will apply 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.
- Where there is a discrepancy between the Form of Tender and the electronic Pricing Schedule, Enterprise Ireland may seek clarification from the Tenderer. No clarification may result in a change to the substance of the Tender or permit the Tenderer to improve its competitive position.

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.

6.1.25 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.

6.1.26 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.

6.1.27 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 National value contracts Enterprise Ireland will issue a Letter of Regret with the name of the winning tenderer and the scores of the tenderer and the winning tenderer.

An award notice will be despatched to www.etenders.gov.ie announcing the results of the competition no later than 30 days after the award of contract.

6.1.28 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.

6.1.29 Award to Runner-up

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

6.1.30 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.

6.1.31 Replacement Personnel

Notification of any proposed change to nominated personnel must be submitted to Enterprise Ireland in writing as soon as possible. Any change is subject to Enterprise Ireland's prior written approval. Replacement personnel must have qualifications and experience equivalent to or better than those of the personnel being replaced.

6.1.32 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).

6.1.33 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 TERMS AND CONDITIONS

Note to Tenderers: Please see pdf document as follows:

Appendix 1 – Framework Agreement is issued as a separate document. It contains the Single-Party Framework Agreement, including the terms and conditions governing Call-off Contracts, and forms part of the Tender Documents.

APPENDIX 2 – DATA PROCESSING AGREEMENT

Note: This document is an indication of the form of agreement which the contracting authority intends to conclude with the successful economic operator arising from this competitive process. Economic Operators are not required to submit a signed copy of these terms as part of their tender but should indicate any objections which they may have to these terms in the body of their tender.



ENTERPRISE IRELAND LIMITED

and

[INSERT SUPPLIER NAME]

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT is made on [insert date]

BETWEEN:

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

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

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

BACKGROUND:

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

(B) The Supplier is providing the Services to EI pursuant to a framework agreement for [insert title of framework agreement] dated [insert date of agreement] (the “**Services Agreement**”).

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

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

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

Commencement Date means [];

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

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

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

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

Data Processing Annex means Annex 1 to this Agreement;

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

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

Group means of a party means in relation to a party, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party,

'holding company' and 'subsidiary' having the meanings given to them in sections 7 and 8 of the Companies Act 2014 (Ireland);

Losses means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by the Controller;

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

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

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

2 DATA CONTROLLER AND DATA PROCESSOR

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

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

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

3 DATA PROTECTION OBLIGATIONS

Obligations of the Controller

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

Obligations of the Processor

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

European Economic Area except with the prior written consent of the Controller and in accordance with any terms the Controller may impose on such transfer.

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

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

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

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

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

Processor Indemnity

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

4 TERM AND TERMINATION

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

5 GENERAL

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

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

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

Signed _____ Signed _____

Duly authorised by **Enterprise Ireland** Duly authorised by the **Supplier**

Name _____ Name _____

Title _____ Title _____

Date _____ Date _____

ANNEX 1 (DATA PROCESSING ANNEX)

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.]

Enterprise

**Personal Data
processed as
part of the
Services:**

Delete data sets which are not applicable and/or add further data sets which are not included in the table.

Identification Data	includes name, date of birth, driver's license and passport information.
Contact Data	includes email address, phone number, postal address, other communication details (e.g. Skype)
Communication Data	includes phone calls, email correspondence and hard copy correspondence.
Marketing Data	includes Contact Data and any preferences in receiving marketing and communication preferences.
Employee Data	Includes HR records, leave data, personal development information (PD), training records, health information
Recruitment Data	includes recruitment related data such as Identification Data, Contact Data, Communication Data, CV and job application data. CV data may include employment history, skills/ experience, languages, educational history, qualifications, membership of professional associations, contact details of employer references/character references, licenses held, interests and hobbies, languages, locations, nationality, passport, eligibility to work in certain jurisdictions, salary expectations, interview/screening answers and notes.
Financial Data	includes payment related information or bank account details and financial data, pension data.
Web Data	includes Personal Data provided on any forms on our website and, to the extent that it includes Personal Data, information on the type of device used, IP address, operating system, referral source, length of

		visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of service use. Includes cookies, beacons or other tracking or profiling technologies.		
	Special Category Data	this can include diversity data such as gender, religion, racial or ethnic origin, sexual orientation, trade union membership or data relating to health [include relevant headings as appropriate]		
Authorised Sub-Processors and transfers:	Sub-Processor	Services	Location	Transfer mechanism (if applicable)
				Standard Contractual Clauses/ Binding Corporate Rules
				Standard Contractual Clauses/ Binding Corporate Rules
				Standard Contractual Clauses /Binding Corporate Rules
				Standard Contractual Clauses/ Binding Corporate Rules
Supplier TOMs:	Technical and Organisational Measures (TOMS) Declaration Below			

Processor Due Diligence Questions	
Please provide the contact details of the Data Protection Lead/DPO/Privacy Manager	
Please confirm all Supplier staff who will be involved in the processing of personal data on behalf of Enterprise Ireland regularly receive appropriate Data Protection training.	
Please confirm that the supplier has documented an Information Security policy that details appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm that the supplier has a Data Protection Policy that details appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm the location(s) where the processing will be carried out.	List Locations Country/City
Please confirm the location(s) where processed data will be stored.	List Locations Country/City
Where processing is carried out outside the EEA or data is stored outside the EEA please indicate which transfer mechanisms are in place to safeguard the data.	
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 that the supplier will ensure that clear consent has been gathered for the transmission of any personal identifiable information to a third party and the delivered system will comply with	

all aspects of the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and the European ePrivacy Directive, including the storage and further processing of the visitor's IP address. Enterprise Ireland may seek supporting evidence at any time during the lifetime of the contract.	
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.	

Enterprise Ireland

**Annex 2 – 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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Appointment of a Data Protection Officer (DPO)	Supplier has evaluated the requirement to appoint a Data Protection Officer (DPO). - Where appointed the DPO has been registered with the Data Protection Commission (DPC). - Where a DPO is not required a Data Protection Lead has been identified. The DPO/DP Lead has responsibility for monitoring compliance with the GDPR and with the policies of the organisation in relation to the protection and security of personal data.	
Data Protection Policy and related policy documents	Supplier documents appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The data protection policy addresses Supplier' responsibilities to process personal data in an appropriate and lawful manner, in accordance with DP Laws.	
Awareness & Training	All employees and individual contractors of Supplier involved in processing personal data receive regular appropriate Data Protection and Data Security Training.	
Confidentiality Agreement	All Supplier employees involved in the processing of personal data carried out on behalf of Enterprise Ireland on behalf of Supplier are bound by confidentiality agreements. These agreements include appropriate post-termination clauses.	

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.	
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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Breach Incident Management	Supplier has implemented Breach Management measures including responsibilities and procedures to identify and investigate incidents The supplier policies and procedures include provision for reporting data breach events and security weaknesses that may impact personal data processed on behalf of Enterprise Ireland to Enterprise Ireland without undue delay. Supplier can support incident investigations, in particular through the provision of access to appropriate log data.	
Data Subject Rights Request (DSR) Management	Supplier has documented and implemented DSR measures including a procedure for reporting any DSRs received regarding personal data processed on behalf of Enterprise Ireland and the procedures the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	
Purpose Limitation	Supplier reviews its processing activities regularly to ensure that the processing remains consistent with the purposes for processing outlined in the supplier contracts with Enterprise Ireland.	
Data Minimisation	Supplier ensures that it only processes data that is necessary to carry out the contracted processing on behalf of Enterprise Ireland.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Privacy Design	Supplier evaluates the requirement to carry out Data Protection Impact Assessments whenever it is implementing changes to the software and/or services. Where a Data Protection Impact Assessment is carried out Supplier makes summary findings available – particularly where such finding may be necessary to support client DPIAs.	
Information Security governance	Supplier has established, documented, approved, communicated and applied policies and procedures for an information security governance programme, which is sponsored by the leadership of the organisation. Roles and responsibilities for information security are clearly identified and assigned.	
Asset Management	Supplier can identify all information assets relevant to the services provided to Enterprise Ireland and the functions that rely on them.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Information security measures	Supplier documents appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. Supplier ensures regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. Supplier has implemented security measures to ensure: • only authorised personnel use their computer system • that regular file and e-mail housekeeping, e.g. backups, deleting obsolete files is undertaken • any breaches of policy are reported to a Company Director / IT Manager /Data Protection Officer • staff take appropriate care of all computer equipment assigned to them, e.g. PCs, laptops, Smartphones, printers. • computer equipment (e.g. laptops) is never left unattended in public places or visible in a car.	
Security & Privacy Policies Governance	Mechanisms exist to review security and privacy policies, standards and procedures at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Acceptable Usage of Information Systems/Assets	Supplier defines an acceptable use policy to ensure uniform and appropriate use of an organisation's network, computer, information assets, and other electronic resources.	
Access Controls	Supplier has documented and implemented access controls to the Web, Application Servers, Databases and other equipment or information assets containing personal data processed on behalf of Enterprise Ireland. Access controls are implemented based on business requirements. Access to systems is granted on the principle of least privilege and ensures appropriate segregation of duties.	
User Access Management	Supplier has documented and implemented access control and Joiners/Movers/Leavers policies that ensure access to personal data processed on behalf of Enterprise Ireland is authenticated using individual usernames and passwords. Only employees and other parties working on behalf supplier that need access to, and use of, personal data in order to perform their work are provided with access to personal data held by supplier. Domain access is controlled on a role basis. User access is regularly reviewed.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Two-Factor Authentication	Access to key applications involved in processing of personal data for Enterprise Ireland and in particular to applications that process personal data of a sensitive nature is protected using multi-factor authentication.	
Role-Based Access controls	Access to systems is determined based on individual role-based access and reviewed on a regular basis for continued business need. Access is granted to employees, partners or suppliers according to their role, only to a minimum level that will allow them to carry out their duties, in accordance with the principle of least privilege.	
Password management	Passwords are stored hashed and salted and are never stored or communicated in plaintext.	
Network Security	Supplier implements network security infrastructure such as Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other security controls that provide continuous monitoring, restrict unauthorized network traffic, detect and limit the impact of attacks	
Electronic Communications Security	Supplier communicates guidelines on the appropriate use of email and other communication platforms with all staff and contractors. This includes: • Proper internet usage • Proper use of email, phone, text and social media communications	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Retention and Deletion of data	Supplier has implemented measures to ensure data is only retained for the periods outlined in the contract and to ensure data is securely deleted on contract termination with a mechanism for securely exfiltrating the data if required. Details of secure data deletion can be provided to Enterprise Ireland on request.	
Mobile Device Security	Supplier ensures that it has appropriate authentication and authorisation procedures in place for any Mobile Devices used to process personal data on behalf of Enterprise Ireland (Laptop/Smartphone/Removable Storage) and that personal data processed on behalf of Enterprise Ireland is encrypted and can only be accessed with logon credentials (username/password). Mobile devices must be managed by the Supplier and must be capable of being remotely wiped in the event of loss or theft. Supplier should not permit staff to process personal data on behalf of Enterprise Ireland on personal devices.	
Removable Devices	Supplier ensures that Enterprise Ireland data is never transferred to removeable media.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Physical Security	Supplier implements physical entry controls to Supplier premises/office building where personal data processed on behalf of Enterprise Ireland is stored or accessed. Where Personal Data is stored in a private or public Cloud, supplier evaluates that the Physical security measures the Cloud Service Provider or hoster has in place are appropriate to the risks to personal data and in particular special category personal data.	
Encryption	Supplier has a documented policy for Cryptography, Encryption and Key Management.	
Encryption In transit	Supplier has implemented measures to ensure that personal data processed is at a minimum encrypted in transit. Deprecated encryption protocols, libraries or ciphers must not be used.	
Encryption at rest	Where applicable, Supplier has implemented measures to ensure that any special categories of personal data processed is always encrypted. • Supplier ensures that all laptops, mobile devices and backup tapes are encrypted in this manner. • Staff who use their own devices to access supplier systems must install authentication software. • Special category data is encrypted within databases. • Deprecated encryption protocols or ciphers must not be used.	

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

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
Remote Access Controls	Remote access into Supplier network must be approved and restricted to authorized personnel. Remote access support sessions such as system upgrades or general investigations must be logged by the provider and the logfiles provided to Enterprise Ireland as a record of the session if required. Individual remote access sessions (e.g. to an individuals laptop) must be supervised by the individual.	
Security Audit	Supplier and sub-suppliers carry out Internal and external Security Audits on a regular basis, or whenever a significant infrastructure change is required. Records of all internal and external audits are retained and can be made available to Enterprise Ireland on request.	
Threat and Vulnerability Management	Supplier maintains measures meant to identify, manage, mitigate and/or remediate vulnerabilities within the Supplier and any hosted computing environments. Host and guest operating systems are hardened appropriate to their role. Penetration testing (Internet facing systems) with immediate remediation of identified vulnerabilities. Results of penetration testing to be made available to EI on request.	

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

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

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

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No – if no, provide details
PCI DSS <i>*Applies only to Managed/Cloud based Services processing payment card data.</i>	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.	

Any additional details relevant to the above requirements: