

INVITATION TO TENDER (SINGLE-PARTY FRAMEWORK AGREEMENT)	
Establishment of Framework Agreement	Single Party Framework Agreement for the Provision of Offshore Wind Network & Cluster Co-ordination Services
Enterprise Ireland Ref.	2026/033
Procedure	Open (National Level)
eTenders Resource ID	9135777
Issue Date	Tuesday 22 September 2026
Closing Date for Queries	Tuesday 13 October 2026 @ 12 noon (Irish Time)
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie
Closing Date / Time For receipt of Tenders	Thursday 22 October 2026 @ 12 noon (Irish Time)

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

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

Enterprise Ireland

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APPENDIX 2 – CALL-OFF TERMS AND CONDITIONS **Error! Bookmark not defined.**

Enterprise Ireland

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 Enterprise Ireland to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

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

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

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

If the tender is from a grouping / consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and / or to deliver contracts. The grouping / consortium / joint venture must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The 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 the Enterprise Ireland accepts no responsibility for information relayed (or not relayed) via third parties.

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

1.4 Summary

Enterprise Ireland:	
Title:	Single Party Framework Agreement for the Provision of Offshore Wind Network & Cluster Co-ordination Services
Nature of Requirement:	Services
Procedure:	Open Procedure

Stage in procedure:

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

2 About Enterprise Ireland

Enterprise Ireland 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

Propel Ireland is part of Enterprise Ireland's Research Innovation & Infrastructure division and was established in 2026 following recommendations arising from the Offshore Wind Centre of Excellence (OWCE) Feasibility Study. Propel Ireland's role is to strengthen collaboration, innovation, skills, research-commercialisation and supply chain development across Ireland's offshore wind sector whilst supporting the growth of indigenous capability in domestic and international markets.

Ireland's Powering Prosperity: Ireland's Offshore Wind Industrial Strategy identifies offshore wind as a strategic national opportunity and highlights the importance of coordinated support structures, stronger ecosystem collaboration and improved routes to market for Irish enterprises.

A growing requirement for a dedicated coordination function to connect stakeholders, improve communication, facilitate collaboration and support supply chain development has been identified. The Offshore Wind Centre of Excellence Feasibility Study highlighted fragmentation, inconsistent engagement and a lack of ecosystem coordination as barriers to sector growth.

Ireland's offshore wind ecosystem has expanded significantly and now comprises industry networks, associations and regional clusters. Whilst these organisations are delivering significant value individually, stakeholders have consistently identified the need for stronger coordination, improved communication and increased collaboration across the sector.

Propel Ireland will act as the central coordination point for offshore wind networks, clusters and regional groups operating across the island of Ireland.

3 Scope of the Framework Agreement

3.1 Type of Framework Agreement

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

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

3.2 Numbers Admitted to the Framework Agreement

The Framework Agreement will be established as a single party Framework Agreement with the Successful Tenderer selected following the submission of Tenders and the application of the Award Criteria. Thereafter the Framework Member will be considered for the award of any Call-off Contracts within the scope of the Framework Agreement.

3.3 Duration of the Framework Agreement

The framework agreement will be for a maximum period of one (1) years.

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

3.4 Estimated Value of the Framework Agreement

It is envisaged that expenditure under this framework agreement will fall within the range of €140,000 to €180,000 excluding VAT.

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

3.5 Awarding Contracts under the Framework Agreement

Enterprise Ireland may award Call-Off Contracts under the Framework Agreement in accordance with the procedures set out below and the terms of the Framework Agreement.

Admission to the Framework Agreement does not guarantee the award of any Call-Off Contract, any minimum level of expenditure, any minimum volume of work or any minimum number of opportunities.

The call-off mechanism(s) applicable to this Framework Agreement are set out below.

3.5.1 Direct Award

Enterprise Ireland may award a Call-Off Contract directly to a Framework Member where the terms governing such award are established under the Framework Agreement without conducting a further competition.

The award is based upon:

- the terms established under the Framework Agreement;
- the Framework Member's ranking following the original competition;
- the specific requirements of the Call-Off Contract; and/or
- such other objective criteria as may be specified in the Framework Agreement.

Enterprise Ireland reserves the right to seek confirmation of availability, capacity, expertise and acceptance of the proposed Call-Off Contract prior to award.

3.5.2 Mini Tender

Through invitation to a mini tender issued to all the firms admitted to the framework agreement. On each occasion, a Supplementary Request for Tender will be issued detailing:

- the scope of requirements
- the award criteria
- methodology for submission of responses
- a closing date and time and
- any other information relevant to the award of the Call-Off Contract.

3.6 Use of the Framework Agreement

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

4 Detailed Scope of the Framework Agreement

4.1 Background / context to Requirement

Enterprise Ireland intends to award an initial contract to a suitably qualified and experienced service provider to assist Propel Ireland within (Enterprise Irelands Research Innovation & Infrastructure division) with Offshore Wind Network & Cluster Co-ordination Services.

4.1.1 Specification of Initial Contract

Enterprise Ireland intends to award a contract to a suitably qualified and experienced service provider to assist Propel Ireland across the following key areas;

- Coordinating offshore wind networks, clusters and regional groups.
- Strengthening collaboration across industry, academia and public agencies.
- Supporting SME engagement and supply chain development.
- Improving information sharing and stakeholder engagement.
- Identifying market opportunities and strategic priorities.
- Supporting governance, reporting and ecosystem development activities.

The Successful tenderer will be expected as minimum to provide a range of services including the following areas (but not limited to):

- Stakeholder engagement.
- Ecosystem development.
- Information sharing.
- Collaboration development.
- Market intelligence gathering.
- SME engagement.

-
- Governance support.

The key priorities and deliverables for the period of services are as follows:

The programme must operate on a national basis and include stakeholders from across the island of Ireland.

Programme Structure

Workstream 1: Stakeholder Mapping & Ecosystem Intelligence

The successful Tenderer shall undertake and maintain a comprehensive mapping exercise of offshore wind stakeholders.

Activities

- Develop and maintain stakeholder database.
- Map offshore wind networks and clusters.
- Identify relevant economic operators within the sector.
- Map research organisations and universities active within the sector.
- Identify developers, ports and infrastructure providers.
- Track stakeholder activities and priorities.

Outputs

- Formulation of a Stakeholder database.
- Ecosystem intelligence mapping.
- Presentation of an annual ecosystem review report.

Workstream 2: Network & Cluster Coordination

The successful Tenderer shall establish a structured cluster and coordination programme.

Activities

- Facilitate regular coordination meetings.
- Support engagement between regional clusters.
- Support alignment with national priorities.
- Establish communication protocols.
- Act as the primary coordination contact point.

Outputs

- Annual coordination plan.
 - Quarterly network meetings.
 - Stakeholder engagement records.
 - Presentation of an annual coordination report.
-

Workstream 3: Communications & Information Sharing

The successful Tenderer shall create and operate information-sharing mechanisms across the offshore wind ecosystem.

Activities

- Disseminate market intelligence.
- Share funding opportunities.
- Promote events and workshops.
- Circulate sector specific policy updates.
- Maintain awareness of up to date market developments.

Outputs

- Monthly stakeholder briefings.
- Market intelligence updates.
- Opportunity alerts.
- Formulation and maintenance of a Communications dashboard.

Workstream 4: Collaboration and Supply Chain Development

The successful Tenderer shall facilitate collaboration opportunities within supply chains that support development of Ireland's offshore wind ecosystem.

Activities

- Identify partnership opportunities.
- Facilitate introductions between stakeholders.
- Support consortium development.
- Identify ecosystem gaps.
- Connect SMEs with opportunities.

Outputs

- Formulation and maintenance of a collaboration pipeline and Partnership records.
- Formulation and maintenance of a Supply chain a opportunities register.

Workstream 5: SME Engagement and Market Connectivity

The successful Tenderer shall support client company participation within offshore wind opportunities.

Activities

- Engage with client companies.
- Support stakeholder introductions.
- Promote offshore wind opportunities.
- Support market visibility activities.
- Facilitate engagement with developers and supply chains.

Outputs

- Formulation of and maintenance of a SME engagement tracker.
- Development of Opportunity engagement reports to include Quarterly company engagement summaries.

Workstream 6: Governance and Reporting

The successful Tenderer shall support Propel Ireland in its governance requirements.

Activities

- Develop a performance reporting framework.
- Support Steering Group reporting.
- Monitor KPIs.
- Track programme outcomes.
- Provide strategic recommendations.

Outputs

- Quarterly reports.
- Steering Group papers.
- Annual impact report.
- Future resource requirements report.

The successful Tenderer shall deliver:

The Service Delivery Team

The successful delivery of Offshore Wind Network & Cluster Co-ordination Services is highly dependent on the capability, experience and credibility of the proposed team. Enterprise Ireland therefore places significant importance on the quality of resources proposed to deliver the Services. Tenderers must demonstrate that their team possesses the appropriate combination of offshore wind sector knowledge, stakeholder engagement expertise, programme management capability and ecosystem development experience necessary to successfully deliver the requirements set out in this ITT.

Tenderers are required to submit CVs for each proposed resource in accordance with Section 4 of the ITT and the format contained within the Tender Response Document. The evaluation will focus on the extent to which the proposed team demonstrates:

- Relevant experience in offshore wind, renewable energy, marine, infrastructure or comparable sectors.
- Experience coordinating complex stakeholder networks, clusters and ecosystem development programmes.
- Proven capability in stakeholder engagement, facilitation and relationship management across industry, academia, government and public agencies.
- Experience supporting SME engagement, supply chain development, consortium formation and market connectivity initiatives.
- Demonstrated expertise in programme governance, performance reporting, market intelligence and strategic advisory services.
- Knowledge of the Irish offshore wind ecosystem and understanding of national policy, industrial development and supply chain priorities.
- The suitability of the proposed team structure, allocation of responsibilities and availability of key personnel.
- Evidence of successfully delivering comparable programmes of similar scale, complexity and stakeholder profile.

Tenderers should clearly identify the role of each proposed team member and explain how their collective expertise provides comprehensive coverage across all six workstreams outlined in the specification. Consideration will be given to teams that demonstrate a strong blend of strategic leadership, industry knowledge, stakeholder management capability and practical programme delivery experience. Enterprise Ireland acknowledges that the required experience and expertise may be demonstrated by a single resource or by a team of resources; evaluation will focus on the overall capability and suitability of the proposed delivery model rather than the number of personnel proposed. Where a single resource is proposed, the Tenderer should clearly demonstrate how that individual possesses the breadth of skills, knowledge and capacity required to successfully deliver the full scope of Services.

Higher scores will be awarded to Tenderers whose proposed team demonstrates exceptional relevant experience, clear alignment to the service requirements, strong evidence of successful delivery of comparable assignments and a high level of confidence that the Services will be delivered effectively and efficiently from contract commencement. Conversely,

lower scores may be awarded where relevant experience, sector expertise, resource availability or coverage of the required service areas is insufficiently demonstrated.

Tenderers are required to propose one or a number of individuals at this level of expertise to demonstrate access to subject matter expertise suitable for the delivery of the services outlined in the tender.

4.2 Initial Contract (delete if not applicable)

Enterprise Ireland may award an Initial Contract to the successful Tenderer at the same time as establishing the Framework Agreement.

Where an Initial Contract is being awarded, the nature, scope, estimated value and duration of the Initial Contract are set out below.

4.3 Value and Duration of Initial Contract

The initial contract will be for a one (1) year period with an expected value of between €140,000 to €180,000.

4.4 Quality and expertise of Resources

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

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

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

Tenderers should note that Framework Members may, at call off stage, be permitted to supplement their resources with a Consultant/Specialist(s) where, in their opinion, there is a

requirement to do so given the nature of the requirements under the call-off. The Consultant / Specialist(s) will be assessed as part of the call off competition. Rates for any agreed supplementary resources must be in line with the rates submitted for the resource types in the Form of Tender where applicable.

4.4.1 Invoicing

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

4.4.2 Review of Supplier Performance.

Operation of the framework will be subject to regular performance review. The format will be agreed between Enterprise Ireland and the framework member(s). Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

4.5 Delivery Locations

Delivery is required to Enterprise Ireland, Industry House, Rossa Avenue, Bishopstown, Cork, P12 WCH2 unless otherwise advised.

4.6 Pricing

The maximum price chargeable in respect of all items contracted for the initial one (1) year of the framework shall be set out in the Form of Tender in the Tender Response Document (TRD) submitted as part of the tender response. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

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

4.7 Award to Runner Up

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer; Enterprise Ireland reserves the right to award

the initial contract to the Framework Member with the next highest score based on the original competition, at any time during the tender validity period.

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

4.8 Data Protection

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

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

4.9 Artificial Intelligence and Generative Artificial Intelligence

Tenderers shall disclose, within their Tender Response, any proposed use of Artificial Intelligence ("AI") and/or Generative Artificial Intelligence ("GenAI") tools, systems, models or technologies that are intended to be utilised in the performance of the Services.

The disclosure shall include, as applicable:

- (a) a description of the AI and/or GenAI tools, systems or technologies proposed to be used;
- (b) the purpose for which such tools, systems or technologies will be used in the delivery of the Services;
- (c) details of the governance, controls, quality assurance measures and human oversight arrangements that will apply to the use of such tools, systems or technologies;

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- (d) details of any processing of Enterprise Ireland data, confidential information, personal data or commercially sensitive information in connection with the use of such tools, systems or technologies;
 - (e) details of the measures implemented to manage risks relating to data protection, confidentiality, information security, intellectual property rights, bias, accuracy, transparency and accountability; and
 - (f) confirmation that the use of such tools, systems or technologies will comply with all applicable legal and regulatory requirements.

Tenderers shall clearly identify any deliverables, outputs, reports, recommendations or other work products that may be generated wholly or partly through the use of AI and/or GenAI technologies and shall ensure that all such outputs are subject to appropriate human review and verification prior to submission to Enterprise Ireland.

Unless expressly authorised in writing by Enterprise Ireland, Tenderers shall not use any Enterprise Ireland confidential information, personal data or other information supplied in connection with this procurement process or any resulting contract for the purpose of training, refining or improving any AI or GenAI model, system or technology.

Enterprise Ireland reserves the right to seek further clarification regarding any proposed use of AI and/or GenAI technologies and to assess the adequacy of the Tenderer's governance, controls and proposed safeguards as part of the Tender evaluation process.

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 €360,000 per annum For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.	
Insurance	Confirmation of the following insurances being in place:	
Insurance Type		Required Value €
Employer's Liability (where applicable – see notes below)		€13 million
Professional Indemnity		€1 million
Cyber Liability		€1 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

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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 the 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 **two (2) reference contracts** relating to delivery for public or private sector clients which demonstrate, to the satisfaction of the Enterprise Ireland, the Tenderer's experience in successfully delivering Offshore Wind Network & Cluster Co-ordination Services demonstrating the specific requirements set out at below. Each reference contract must relate to services delivered within the 5 years prior to the deadline for submission of Tenders. Reference contracts outside this timeframe will not be considered.

At least one of the two reference contracts must¹:

- (i) Demonstrate experience in the coordination and management of offshore wind, renewable energy, marine, infrastructure or comparable stakeholder networks and clusters.
- (ii) Demonstrate experience in supporting SME engagement, supply chain development, collaboration initiatives and stakeholder engagement activities across a regional or national ecosystem.
- (iii) Demonstrate experience in delivering governance support, market intelligence, communications, reporting and programme management services for a complex multi-stakeholder initiative

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

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

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.

5.2 Award Criteria

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

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 Initial Contract	20%	2,000	1,200
<i>Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender.</i>				
<i>Cost will be assessed as set out in Note 5 below</i>				

B	Quality of Team	40%	4,000	2,400
<i>Tenderers must clearly describe in their TRD the quality of their proposed resources and are referred to Section 4 of the ITT</i> <i>Tenderers must clearly provide details of the technical merit of the proposed team, including details of the capabilities, qualifications and specific expertise of the proposed team in the successful delivery of Offshore Wind Network & Cluster Co-ordination Services</i>				
D	Proposed Methodology	35%	3,500	2,100
<i>Tenderers must clearly describe in their TRD how they will deliver the service that are referred to section 4 of the ITT to include contract management</i> <i>Tenderers must provide information to enable The Contracting Authority to assess their offer under this criterion covering the requirements detailed in Section 4. In particular, tenderers must reference their specific methodology for delivery of Enterprise Ireland's requirements.</i>				
E	Sustainability: Environmental and Social Considerations	5%	500	300
<i>Tenderers must describe their approach to sustainability in the context of the requirements and specifications set out at section 4 of this tender document and set out steps taken to minimise the environmental impact of business activities associated with this tender,</i>				

The Tender will be assessed solely against the Award Criteria and methodology set out in this Invitation to Tender.

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

NOTE 1: 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 evaluators may award an intermediate score which 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.
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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.

No hyperlinks may be included in Tender responses unless expressly permitted by Enterprise Ireland. Any information accessible only through a hyperlink, website, portal, cloud repository or other external source will not be evaluated and will be treated as not having been submitted.

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 by using the [total cost of the Initial Tender]. Marks for Award Criterion A will be scored in inverse proportion to the maximum score for Award Criterion A, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

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

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

$$\text{Costs of Tender being evaluated}$$

NOTE 6: TENDER RESPONSES

Tenderers should ensure that all information required for evaluation is clearly included within their Tender Response.

Enterprise Ireland will evaluate Tender Responses based on the information submitted in the Tender and any clarifications sought during the evaluation process.

Information not submitted as part of the Tender Response may not be taken into account when assessing compliance with the Award Criteria.

Enterprise Ireland

6 INSTRUCTIONS TO TENDERERS

6.1 Submission of Tenders

Enterprise Ireland is using the postbox facility on eTenders, and tender responses must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

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

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

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

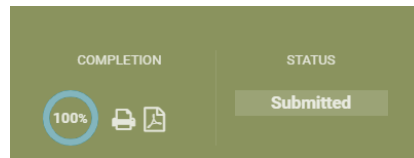
6.1.1 Accessing documents

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

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

6.1.2 Submitting your Response

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



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

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

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

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

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

6.2 Query Process for Framework and Contract Terms and Conditions

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

6.3 Sufficiency & Accuracy of Tender

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

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

Enterprise Ireland reserves the right to disqualify incomplete tenders.

6.4 Tender Documents - Ambiguity, Discrepancy, Error, Omission

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

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

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

6.5 Qualification of Tenders and Referential Bids

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

6.6 Extension of Tender Period

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

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

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

6.8 European Single Procurement Document (ESPD)

We will accept an ESPD if Tenderers wish to submit for this competition PROVIDED THAT they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in 5.1

6.9 Form of Tender

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

6.10 Cost of Preparation of Tender

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

6.11 Tender Validity Period

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

6.12 Currency and Prompt Payments

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

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

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

Enterprise Ireland also operates in accordance with the European Communities Late Payment in Commercial Transactions Regulations 2012.

6.13 Confidentiality

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

6.14 Conflict of Interest

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

6.15 Freedom of Information Acts

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. Enterprise Ireland cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Enterprise Ireland's obligations under law, including the Freedom

of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). Enterprise Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

6.16 Data Protection Legislation

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

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

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, Enterprise Ireland, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to Enterprise Ireland for the purposes of its participation in this Competition.

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

Where personal data is transferred outside the European Economic Area (EEA), the Tenderer must ensure that such transfers are carried out in accordance with applicable Data Protection Laws and are supported by an appropriate transfer mechanism.

Where the destination country is subject to a European Commission adequacy decision, the Tenderer shall identify the relevant adequacy decision relied upon.

Where no adequacy decision exists, the Tenderer shall identify the transfer mechanism proposed, including (where applicable) the European Commission Standard Contractual Clauses, Binding Corporate Rules or any other legally recognised transfer mechanism.

Tenderers must clearly identify all international transfers of personal data associated with the delivery of the Services and provide details of the safeguards that will apply.

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

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

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

6.18 Service Audit

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

6.19 Tax Clearance Certificate

It will be a condition of award of contract that the successful tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. This applies to both Irish Resident suppliers and Non-Resident suppliers. Tenderers are referred to www.revenue.ie for further information.

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

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

6.20 Withholding Tax

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

6.21 Irish Legislation and Law

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

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

6.22 Clarification of Tenders

Enterprise Ireland is entitled, but not obliged, to seek clarification of tenders in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Enterprise Ireland.

6.23 Correction of Errors

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

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

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

6.24 Change in the Composition of a Tender

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

6.25 Interference and Inducement to Purchase

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

6.26 Notification of Tender Evaluations

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

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

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

Following the award of contract or the conclusion of framework agreement an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days afterwards. It should be noted that it is standard practice for Enterprise Ireland to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.27 Policy on Personal Debriefings

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

6.28 Award to Runner-up

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, Enterprise Ireland considers that the successful tenderer has not met its obligations, Enterprise Ireland reserves the right during the tender validity period to award the contract to the next highest scoring tenderer on the basis of the terms advertised without re-opening the competition. This shall be without prejudice to the right of Enterprise Ireland to cancel this competitive process and/or

initiate a new contract award procedure at its sole discretion. Note: if Enterprise Ireland is awarding a framework agreement the same procedure will apply.

6.29 Right to Award to More than One Supplier

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

6.30 Replacement Personnel

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

6.31 Copyright

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

6.32 Brand Names, etc.

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

7 APPENDIX 1 - FRAMEWORK AGREEMENT

Note to Tenderers: Please see pdf documents as follows:

Appendix 1 – Framework Agreement’ which is a multi-party framework agreement

These have been uploaded separately to eTenders (**Resource ID: xxxxxx**)

Enterprise Ireland

Enterprise Ireland

8 APPENDIX 3 – DATA PROCESSING AGREEMENT

Note to Tenderers: Please see pdf documents as follows:

Appendix 3 – Data Processing Agreement

This have been uploaded separately to eTenders (**Resource ID: xxxxxx**)

Enterprise Ireland

ANNEX 1 (DATA PROCESSING ANNEX)

Description of the Personal Data Processing (Tenderers will complete this in the TRD as part of their tender response)	
Subject Matter	
Duration	[Duration of this Agreement/ the Services Agreement]
Nature & Purpose of the Processing	[E.g. use of client contact details to provide the Services]
Categories of Data Subjects	[E.g. EI clients, employees]
Types of Personal Data i.e. any information relating to an identified or identifiable person.	[E.g. names, addresses, financial details]
Subcontracting/Sub Processors	[Insert details of any subcontractors who will process personal data]
Data Transfers Outside EU – Location & Transfer Mechanism	[Identify any countries outside the EU to which data is transferred and the agreements covering the transfer]

	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
Data Protection & Security Measures	[Insert a description of the technical and organisational security measures regarding Data Protection Training & Awareness/Information Security, Access Controls, Data Retention & Deletion, Encryption, Breach Management, DSAR Management]		
Supplier DPO			
Other	[Insert details of any relevant certification as well as links to the company Data Protection Notice and Privacy Statement]		
Controller Rights and Obligations	The obligations and rights applicable to a Controller under Data Protection Law, including the matters specified in the Agreement.		