CLARIFICATION DOCUMENT This clarification document contains answers to all the questions raised to-date	
Contracting Authority:	Enterprise Ireland
Competition:	2026/028 Establishment of a Single Party Framework for a Digital Platform for Startup Ireland National Accelerator, New Frontiers and Irish Business Innovation Centre Programmes
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This Clarification relates to:	Question Numbers 1 – 7
Information on Questions 1 – 7	

Question #1

Question 1 (RFT 4.4.2 and TRD-PS - scope of pricing)

RFT section 4.4.2 indicates that the Initial Call-Off Contract covers Phases 1 to 3. The TRD-PS Price Schedule refers to "Phase 1 only", while the Cost Breakdown tab refers to "Phase 1 and Phase 2". Please confirm which phases tenderers are required to price in the TRD-PS. Please also confirm whether elements of Phases 2 and 3 that are not yet fully defined will be procured through the Rate Card or through a Supplementary Tender under Clause 6(5) of the Framework Agreement.

Answer #1

Tenderers are only required to price for Phase 1 only. Please disregard the reference to 'Phase 2' in Cell A23 of the Cost Breakdown tab in the TRD-PS.

As indicated, this notional pricing table is intended to establish a common pricing baseline and facilitate the assessment of unit costs across all responding suppliers.

Question #2

Question 2 (RFT 6.1.2 - Previous Experience)

In respect of the three reference contracts, please confirm whether the minimum value of approximately EUR 50,000 per annum may be demonstrated by aggregating multiple contracts or work orders with the same client organisation over the reference period, where those engagements form a single ongoing client relationship.

Answer #2

Each of the three reference contracts provided must have a minimum contract annual value of €50,000 as a minimum requirement. The contract reference value should cover licencing and implementation costs in projects similar to this tender – for programmes, admins, ventures/startups, individual users etc and covering any associated configuration, support, training, deployment, data storage, bug fixes, and any costs towards the platform and its suppliers' dependency.

Question #3

Question 3 (RFT 7.31 - Intellectual Property)

Please confirm that Enterprise Ireland's ownership of copyright extends to materials, content, configurations and data created specifically for Enterprise Ireland under a Call-Off Contract, and that it does not extend to the tenderer's pre-existing proprietary platform, source code, underlying architecture, or generic product enhancements made available to its wider customer base. As the service is delivered on a multi-tenant software-as-a-service platform, ownership of the underlying platform cannot transfer, and we would propose that Enterprise Ireland instead receives a perpetual, irrevocable licence to all outputs, content and data created for it.

Answer #3

Enterprise Ireland must have ownership of all data generated, stored, or processed on its behalf but this does not extend to ownership of the underlying SaaS platform/proprietary software or components.

Question #4

Question 4 (Appendix 3, Data Processing Agreement, clause 3.19 - processor indemnity)

The processor indemnity at clause 3.19 is presently uncapped and expressly includes losses that were not foreseeable at the time of the breach. We request that this indemnity be capped by reference to the value of the Call-Off Contract or to the levels of insurance required under the Framework Agreement, and that indirect and consequential losses be excluded. Please confirm whether Enterprise Ireland is willing to amend this clause.

Answer #4

Please see revise conditions:
Processor liability and indemnity

3.19 (a) 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.

3.19 (b) The total aggregate liability of the Processor, in respect of all claims arising from a breach of the Processor's obligations under Data Protection Law(s), including, for the avoidance of doubt, such obligations under the Framework Agreement and under any Call Off Contract made thereunder or under this Agreement entered into between the parties shall be limited to the greater of (i) 200% of the charges paid or payable by the Controller to the Processor over the term of the Framework Agreement, or (ii) €1,000,000 (one million euro). This liability cap shall also apply to any indemnity from the Processor under clause 3.19 (a) hereof.

3.19 (c) The Processor shall not be liable to the Controller for any indirect, consequential or special loss, or any loss of profits or loss of revenue arising out of, or in connection with this Agreement. The following types of losses are however agreed to be reasonably foreseeable and constitute direct and recoverable losses under this Agreement to the extent they are a direct result of a breach of this Agreement by the Processor and do not exceed the cap set out in Clause 19 (b) :

(i) the reasonable costs of reconstructing or reloading data caused by a breach by the Processor; and

(ii) any official, legal, administrative and/or regulatory fines, penalties or sanctions levied against the Controller or any of its and/or their representatives arising by virtue of any act, error or omission on the part of the Processor.

3.19 (d) Nothing in this clause 3.19 shall exclude or limit the Processor's:

- liability for death or personal injury caused by its (or its agent's or subcontractor's or their respective employee's) negligence,
- liability for fraud or fraudulent misrepresentation (or that of their agents, Sub-Contractors or respective employees);

Question #5

Section 5.1.1 states that the platform must use Azure AD Entra External ID (Azure AD B2C) to manage external identities, and F11.2 refers to Azure B2C for external users. Please confirm:

a) whether Enterprise Ireland operates an existing Azure AD B2C tenant, or will deploy Microsoft Entra External ID for this platform;

b) whether Enterprise Ireland will own and administer that tenant, including licensing and monthly active user costs; and

c) whether the requirement is that external users authenticate through Enterprise Ireland's tenant with the platform provisioning its application user and business profile from the resulting token, or whether Enterprise Ireland additionally expects external user profile records to be held in the Microsoft directory rather than in the platform.

Answer #5

Enterprise Ireland

Enterprise Ireland currently operates an Azure Entra ID/Azure AD B2C tenant that is licensed, managed, and paid for by Enterprise Ireland. Tenderers are required to utilise this existing Azure AD B2C platform to support the provisioning of users and authentication to the proposed SaaS solution and Azure Entra ID for internal Enterprise Ireland Staff. This approach enables Enterprise Ireland to centrally manage user identities and access across its application landscape.

Question #6

The Tender Response Document asks tenderers to confirm insurances currently in place, with the level in place and expiry date. Framework Agreement clause 8.1.1 requires the Operator to procure and maintain the insurances set out in Schedule 4 "as and from the Commencement Date", and Schedule 4 is issued with the cover levels blank, noting that the tenderer's insurance details will be inserted prior to issuing for signature.

Please confirm whether Enterprise Ireland will accept, at tender submission, the tenderer's current cover together with a written confirmation from its insurance broker that the levels specified in the selection criteria will be in place on award of the Framework Agreement, or whether the specified levels must be held at the submission date.

Answer #6

Enterprise Ireland will accept confirmation that all required insurances will be in place on award of the Framework Agreement. Please refer to the third option under the 'Insurances' table in the TRD.

Question #7

New Frontiers is delivered through 18 regional locations, and we understand from F2.2 that a single application landing page serves all of them, with applications routed to the relevant operator by the applicant's location.

So that we size the configuration accurately, please confirm whether each of the following is the same at every New Frontiers location, or varies by location:

1. the application form and its questions;
2. the criteria and scoring used to assess and select participants;
3. the stages and milestones participants progress through; and
4. the intake dates, that is whether all locations open and close applications together.

Answer #7

1. There will one application form for phase 1 and one for phase 2, and these two forms will serve intake processes across all New Frontiers locations.
2. The criteria and scoring used to assess will remain uniform within phases 1 and 2. It is possible that some delivery partners might request additional qualifying criteria based on the volume of applications, we advise suppliers to have a system robust to incorporate such tailored but largely consistent requirements.

3. While the overall programme plan and objectives will remain standard, it would be possible that operators might seek to change the sequence of delivery based on bespoke requirements, timelines and resource allocation.
4. No, the intake dates will differ per location, and the system will be expected to support varying timelines although the duration of programmes will remain consistent for phases 1 and 2 respectively.