INVITATION TO TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Establishment of Framework Agreement	For the Design and Development of a Culture Audit and Employee Survey with Associated Consultancy for Enterprise Ireland
Enterprise Ireland Ref.	**2026/032**
Procedure	**Open EU**
eTenders Resource ID	**9094930**
Issue Date	**Wednesday 23 September 2026**
Closing Date for Queries	**Thursday 15 October 2026** **@ 12 noon (Irish Time)**
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie

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Closing Date / Time For receipt of Tenders	**Friday 23 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	

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1 General Information

1.0 Disclaimer

This document issued herewith ("the Document") is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of Enterprise Ireland (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by Enterprise Ireland or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. Enterprise Ireland's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

Enterprise Ireland reserves the right to discontinue the procurement process at any time.

1.1 Small and Medium Enterprise participation

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

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

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

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

If the tender is from a grouping / consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and / or to deliver contracts. The grouping / consortium / joint venture must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. Enterprise Ireland will not act as an arbitrator between members of a grouping / consortium / joint venture.

1.2 Use of Tender Response Document

Please note that information relating to this 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.

1.3 Summary

Enterprise Ireland:	Enterprise Ireland
Title	Framework Agreement For the Design and Development of a Culture Audit and Employee Survey with Associated Consultancy for Enterprise Ireland
Nature of Requirement	Services
Procedure:	Open Procedure

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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 Irish Government's enterprise development agency, responsible for supporting the establishment, growth and internationalisation of Irish-owned businesses. Through a range of financial and advisory supports, and a network of over 40 international offices, Enterprise Ireland works with client companies to improve competitiveness, drive innovation, increase productivity and expand their presence in global markets.

Enterprise Ireland's 2025-2029 strategy, Delivering for Ireland, Leading Globally, outlines how the organisation will support Irish businesses to Start, Compete, Scale and Connect in an increasingly complex and rapidly changing economic environment. The strategy places a strong emphasis on leadership development, management capability, access to funding, international growth and sustainable business success, recognising their importance in driving economic growth, regional development and employment throughout Ireland. We work with our Client Companies to Start, Compete, Scale and Connect and 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.

Delivering on these strategic ambitions requires a high-performing organisation with the capabilities, leadership and culture necessary to support clients effectively. The People function plays a central role in building organisational capability, strengthening leadership, enhancing the employee experience and supporting the continued development of Enterprise Ireland as an inclusive, collaborative and values-led organisation.

As Enterprise Ireland continues to evolve to meet changing business, workforce and stakeholder needs, understanding and strengthening organisational culture remains an

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important strategic priority. This requirement supports the implementation of Enterprise Ireland's People Strategy 2026-2029 and seeks to ensure that the organisation's culture, leadership practices and employee experience continue to support the achievement of its strategic objectives.

Enterprise Ireland is therefore seeking an experienced external partner to undertake a comprehensive culture audit and employee survey. The successful supplier will be expected to assess the current organisational culture, draw on employee and stakeholder insights, benchmark findings where appropriate, and provide practical, evidence-based recommendations to support the ongoing development of culture, leadership and organisational effectiveness across the organisation.

This tender will be managed by Enterprise Ireland's People Ireland team, which is the organisation's Human Resources function. People Ireland is responsible for leading the development and delivery of Enterprise Ireland's People Strategy, ensuring that the organisation attracts, develops, supports and engages a high-performing and inclusive workforce.

The team works in partnership with senior management and business units across Enterprise Ireland to provide expertise in areas including organisational development, employee engagement, talent management, equality, diversity and inclusion, employee relations, workforce planning and HR policy. As a central corporate function, People Ireland is well positioned to lead this Culture Audit, ensuring access to key stakeholders, alignment with organisational priorities and effective implementation of recommendations arising from the review.

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3 Scope of the Framework Agreement

3.1 Type of Framework Agreement

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

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

3.2 Numbers Admitted to the Framework Agreement

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

3.3 Duration of the Framework Agreement

Each framework agreement will be for a maximum period 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.

Enterprise Ireland expects the initial contract under this framework will be for 2 years with an expected value of between €80,000 and €120,000

3.4 Estimated Value of the Framework Agreement

It is envisaged that expenditure under this framework agreement will fall within the range of €100,000 to €200,000 excluding VAT.

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

3.5 Awarding Contracts under the Framework Agreement

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

3.6 Use of the Framework Agreement

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

3.7 Right to tender outside of the Framework Agreement

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

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4 Detailed Scope of the Framework Agreement

4.1 Background / context to Requirement

As set out in the Enterprise Ireland Strategy 2025–2029, *Delivering for Ireland, Leading Globally*, the organisation has an ambitious mandate to accelerate sustainable Irish business and support exporting companies to become a primary driver of the Irish economy. This includes a strong focus on helping companies to start, compete, scale, and connect internationally, underpinned by key strategic levers such as innovation, sustainability, talent development, and global opportunity.

Delivering on these ambitions requires not only strong external impact but also a highly effective, agile, and connected internal organisation. The strategy explicitly recognises *People and Culture* as a critical enabler of success, alongside service excellence, process improvements and partnerships, ensuring that Enterprise Ireland, as a global organisation, is equipped to meet the evolving needs of its clients and stakeholders.

In parallel, Enterprise Ireland has developed a new People Strategy which sets out a clear vision for building a connected, engaged, and future-ready organisation. Central to this is the ambition to foster a values-driven, inclusive culture where employees are empowered to perform at their best and collaborate effectively across a diverse, global network.

As Enterprise Ireland continues to expand its global reach and respond to an increasingly complex and dynamic external environment; including economic volatility, digital transformation, and the transition to a more sustainable economy, it is essential to develop a clear, evidence-based understanding of organisational culture and how it is experienced across all locations, functions, and employee groups.

To support this, Enterprise Ireland intends to appoint an experienced partner to conduct a comprehensive culture audit and employee survey. This work will provide robust quantitative and qualitative insights into the current culture, including how effectively it supports strategic priorities such as performance, innovation, inclusion, and collaboration across regions.

The findings will play a critical role in informing the ongoing implementation of both the organisation's Strategy and People Strategy, ensuring that Enterprise Ireland's approach to culture and employee engagement is data-driven, targeted, and aligned with its ambition to deliver for Ireland while leading globally.

Enterprise Ireland recognises that significant organisational development, strategic planning, culture-building and institutional transformation work has already commenced across a number of functions and governance structures over the last number of years. This includes ongoing activity relating to:

- Implementation of the Delivering for Ireland, Leading Globally Strategy 2025–2029;
- Development of a new People Strategy 2026-2029;
- Leadership and management development;
- Equality, diversity and inclusion initiatives;
- Staff engagement and wellbeing programmes;
- Development and articulation of organisational values and behaviours;
- Service Delivery Transformation;

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Enterprise Ireland has already established a defined set of values and behaviours and has undertaken substantial work to support organisational change and integration across all regions. Accordingly, the purpose of this tender is not to redefine institutional values or duplicate existing change management activity, but rather to provide specialist external expertise and independent insight to support the continued embedding of culture, behaviours, leadership alignment and organisational cohesion across the organisation.

Enterprise Ireland's objective is not solely to understand its organisational culture, but to support the development of a more aligned, cohesive and values-led culture characterised by increased trust, collaboration, connection, innovation, belonging, leadership consistency and organisational capability. Enterprise Ireland is seeking a partner capable of supporting both cultural insight and measurable culture development over time.

4.2 Specification of Requirement for Initial Contract

The successful Tenderer will be required undertake a structured programme of work designed to complement significant activity already underway across Enterprise Ireland in relation to strategy implementation, values embedding, organisational integration, staff engagement and leadership development. The successful Tenderer as a minimum will be expected to:

- Work collaboratively with senior leadership, employees and other key stakeholder groups, recognising that organisational culture is influenced by multiple functions, experiences and perspectives.
- Build upon existing strategies, governance arrangements, initiatives and internal expertise, avoiding unnecessary duplication of activity, consultation or engagement processes.
- Establish a clear understanding of Enterprise Ireland's culture ambition, desired future state and strategic priorities.
- Conduct a comprehensive assessment of organisational culture, including how culture is experienced across different regions, functions and employee groups deploying current industry standards and tools.
- Evaluate the extent to which organisational culture supports Enterprise Ireland's strategy, values and organisational objectives.
- Identify cultural strengths, opportunities for development, areas of organisational risk and priorities for action.
- Assess culture across a range of dimensions including strategic alignment, leadership effectiveness, purpose and values, trust, psychological safety, innovation, manager capability, wellbeing, engagement, belonging, team dynamics and organisational connection.
- Analyse workforce demographics and differential employee experiences to provide meaningful insight across employee groups.

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- Provide benchmarking and comparative insights, where appropriate, against relevant public sector organisations and comparable organisations in the private sector.
- Develop a clear organisational narrative and communications approach to support engagement, understanding and alignment across the organisation.
- Deliver practical, evidence-based recommendations and a prioritised implementation roadmap to support the continued development of a cohesive, inclusive and high-performing culture.
- Design and deliver sustainable interventions, learning initiatives and capability-building supports that strengthen leadership ownership and support long-term culture development.
- Provide appropriate tools, technologies and measurement frameworks, including surveys and pulse checks, to support ongoing monitoring and evaluation.
- Conduct follow-up culture assessments and repeat diagnostics at agreed intervals to measure progress against baseline indicators and evaluate organisational impact over time.

Scope of the service:

The successful tenderer, together with the Enterprise Ireland Steering Committee for the People Strategy 2026-2029, will be expected to engage with and take account of existing initiatives, frameworks and programmes already underway across the organisation. Tenderers should outline how their proposed methodology will:

- align with existing organisational development and strategic initiatives;
- support the embedding of existing values and behaviours;
- complement internal expertise and capability;
- integrate with existing governance and communication structures.

While the Contracting Authority has identified key components of the requirement, Tenderers are encouraged to propose additional or alternative approaches which they consider would enhance the overall effectiveness, impact and sustainability of the programme.

The scope shall include, but is not limited to, the following:

1. **Project Initiation and Leadership Alignment**
   - Facilitation of an initial engagement phase with the Senior Leadership Team
   - Development of a clear understanding of Enterprise Ireland's culture ambition and desired future state
   - Agreement of project approach, scope, success measures and governance arrangements
2. **Organisational Culture Diagnostic and Benchmarking**
   - Delivery of a robust organisational culture diagnostic (qualitative and/or quantitative)
   - The RFT should require the capture of a broad range of workforce demographic data and the disaggregation of results across these dimensions. This will enable analysis of differential employee experiences and ensure that cultural insights reflect the diversity of the organisation rather than overall averages with intersectional analysis

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where appropriate. Eg, age, tenure, ethnicity, LGBTQ+, disability, carer status, gender, neurodiversity, nationality, office location, department, etc

- Identification of cultural strengths, gaps and behavioural patterns
- Assessment of alignment between stated values and lived experience
- Benchmarking should, where possible, include comparison with comparable public sector organisations and/or recognised external culture datasets.

3. **Communications and Engagement Plan**
   - Development of a practical internal communications and engagement strategy to support culture development and change
   - Inclusion of:
     - leadership messaging frameworks;
     - staff engagement approaches;
     - communication channels and cadence;
     - rollout and embedding strategy
     - consideration of approaches to mitigate consultation fatigue and maximise meaningful engagement

4. **Organisational Narrative and Visual Storyboard**
   - Development of a clear and compelling organisational narrative aligned to Enterprise Ireland's strategy and culture ambition
   - Translation of this narrative into accessible formats, including visual storyboard outputs where appropriate
   - Outputs should support internal alignment, engagement and understanding across diverse staff groups
   - Suppliers should be required to provide an interactive reporting dashboard that captures culture audit and survey data and allows for filtering and analysis across key demographic groups. The dashboard should:
     - Enable disaggregation of results by relevant workforce dimensions
     - Highlight gaps in employee experience between groups
     - Identify trends over time
     - Surface key risks and opportunities
   - In addition, suppliers should demonstrate how insights from the dashboard will translate into clear, prioritised, and actionable recommendations to support targeted interventions. This dashboard should facilitate tailored reports for managers, department head and SLTs.

5. **Leadership Development, Learning and Cultural Enablement**
   - Proposal and delivery of practical interventions designed to support the embedding of the desired culture for the organisation. This should include, but not be limited to
     - Leadership development programmes
     - Management development interventions
     - Workshops and facilitated learning sessions
     - Team-based culture development activities
     - Resources, toolkits and practical guidance materials
     - Train the trainer approaches to support internal capability building

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- Learning interventions aligned to the findings of the culture diagnostic

6. Culture Implementation and Capability Building

The successful provider will be expected to support the implementation of agreed culture development initiatives arising from the diagnostic phase. This may include:

- Design and delivery of leadership and management development programmes
- Culture ambassador or culture champion initiatives
- Facilitation of cross-functional and cross regional workshops
- Development of inclusive leadership and belonging workshops
- Team effectiveness and collaboration interventions
- Coaching and mentoring supports
- Support for embedding values and behaviours into organisational processes
- Development of internal capability to sustain culture development beyond the life of the contract

Enterprise Ireland anticipates that some interventions will only become fully defined following completion of the diagnostic phase.

Deliverables

The successful Tenderer will be required to deliver, as a minimum:

1. **Project Initiation Outputs**
   a. Agreed project plan, governance structure and success measures
   b. Summary of Enterprise Ireland's culture ambition and desired future state (as agreed with senior leadership)
2. **Culture Insights and Diagnostic Report**
   a. Analysis of current organisational culture and
   b. Identification of strengths, gaps and key themes
   c. Benchmarking insights and comparative analysis
   d. Clear, evidence-based conclusions
3. **Communications and Engagement Plan**
   a. Structured internal communications framework
   b. Leadership messaging guidance
   c. Engagement roadmap and implementation approach
4. **Organisational Narrative and Visual Storyboard**
   a. Written organisational narrative
   b. Supporting visual materials (e.g. storyboard, diagrams, infographics)
   c. Content suitable for use across multiple internal communication channels
5. **Leadership Development Approach**
   a. Framework and/or programme to support leaders in embedding culture
   b. Practical tools, guidance or workshop materials
6. **Culture Development and Learning Interventions**
   - Design and delivery of agreed culture development initiatives
   - Leadership and management development supports

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- Learning resources, toolkits and workshop materials
- Evaluation of intervention effectiveness

7. **Culture Capability Building Framework**
    - Recommendations for sustaining culture development internally
    - Guidance for future culture ownership and governance
8. **Final Report and Implementation Roadmap**
    a. Integrated set of recommendations
    b. Identification of opportunities to align and integrate existing culture-related initiatives across the organisation
    c. Prioritised roadmap (short, medium and long term)
    d. Suggested governance, ownership and measurement approach
9. **Presentation to Senior Leadership**
    a. Presentation of findings, narrative and recommendations to Enterprise Ireland leadership
10. **Culture Implementation and Support**
    - Facilitation of implementation planning
    - Support for priority initiatives
    - Progress review reports
1. **Culture Monitoring and Evaluation**
    - Follow-up culture assessments and repeat diagnostics at agreed intervals to measure progress against baseline and evaluate organisational impact
    - Measure progress against agreed baseline indicators and evaluate behavioural, leadership and organisational change over time
    - Evaluation of impact and sustainability
2. **Culture Sustainability Framework**
    - Internal capability development
    - Governance recommendations
      Long-term ownership model

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.

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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.

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

4.3 Contract Management

4.3.1 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 the 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.

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- Proactively discuss with Enterprise Ireland ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

4.3.2 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.

4.3.3 Review of Supplier Performance [use if not using Service Level Agreement]

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.

4.4 Delivery Locations

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

4.5 Pricing

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

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

4.6 Award to Runner Up

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

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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.

4.7 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. **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.**

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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)

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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 €500,000 on at least one of the last three years. For the purposes of Tender submission, completing the declaration in the TRD is all that is required to be submitted in respect of this selection criterion. The supporting documentation which will be required for verification of the TRD declaration is certificates of turnover from the Tenderer's auditors or accountants, as the case may be, or other suitable alternative documentation satisfactory to Enterprise Ireland.
Insurance	Confirmation of the following insurances being in place:

Insurance Type	**Required Value €**
Employer's Liability (where applicable – see notes below)	€13 million
Professional Indemnity	€1 million

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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	

Enterprise Ireland

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 possess the experience, expertise and capability necessary to successfully deliver the Services.

In order to demonstrate compliance with this criterion, each Tenderer must provide details of three (3) reference contracts completed within the last five years that are relevant to the requirements of this competition.

Collectively, the reference contracts must demonstrate experience in:

- Designing and delivering organisational culture audits;
- Designing, administering and analysing employee surveys;
- Developing evidence-based culture, employee engagement or organisational development recommendations;
- Supporting culture change, culture development or organisational transformation initiatives;
- Delivering insights and recommendations informed by qualitative and quantitative data;
- Measuring organisational culture and employee experience across multiple workforce groups and demographic characteristics.

Experience gained within the public sector, semi-state sector, higher education sector, government agencies, or economic and enterprise development organisations will be considered particularly relevant.

Tenderers should also demonstrate any experience of delivering culture audits, employee surveys or organisational diagnostics for public service organisations, including the provision of benchmarking data and comparative insights. Enterprise Ireland is particularly interested in understanding the Tenderer's ability to benchmark results against relevant public sector, government agency or similar organisational datasets where appropriate.

Experience working with trade promotion, enterprise development, economic development or internationally focused public organisations will be considered advantageous but is not a mandatory requirement.

Enterprise Ireland

Tenderers must use the table format provided in the TRD and provide sufficient detail to enable Enterprise Ireland to assess the relevance, scale and complexity of the assignments undertaken, including:

- the client organisation and sector;
- the nature and scope of the assignment;
- the employee population covered;
- the methodology applied;
- whether benchmarking data was utilised;
- the outcomes and benefits achieved; and
- the role of the Tenderer in delivering the assignment.

Enterprise Ireland reserves the right to contact referees and/or request supporting documentation to verify the information provided.

5.1.3 Other Technical Criteria

Personnel & Skills
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated in the TRD.

Enterprise Ireland

5.2 Award Criteria

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

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

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%
A	**Cost for evaluation purposes**	**30%**	**3,000**	**n/a**
Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender table within the TRD. *Cost will be assessed as set out in Note 2 below*				
B	**Quality, Relevant Experience and Availability of Resources of Proposed Team**	**30%**	**3,000**	**1,800**
• *Submit biographical summary for each member of the team whom it is proposed will deliver the services, clearly indicating their roles and responsibilities and specific expertise to deliver on the services required* • *Clearly indicate the Point of Contact who will act as account manager for the duration of the contract.*				

• *Submit an organogram showing the resource allocation and management accountability. Tenderers must provide a CV for all listed personnel and confirm the availability of the Team.*				
C	**Sustainability: Environmental and Social Considerations**	**5%**	**500**	**300**
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,				
D	**Proposed Methodology**	**35%**	**3,500**	**2,100**
The Tenderers must clearly describe their overall approach to the provision of the service as outlined to include a project management plan for the delivery of the service to the highest standard				

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.

Enterprise Ireland

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

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

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

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

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

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

Enterprise Ireland

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

NOTE 5: Tenderers should note that Enterprise Ireland reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

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

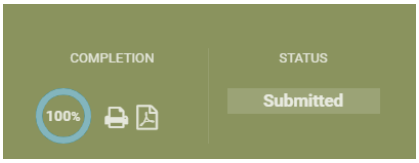
(e) Complete the “Association with the CfT” tab.

(f) This will then provide you with a link to “Tender” under the Show CfT Menu

Enterprise Ireland

6.1.2 Submitting your Response

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



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

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

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

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

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

6.2 Query Process for Framework and Contract Terms and Conditions

Please refer to the Framework Agreement (Appendix 1) and the Call Off Terms and Conditions (Appendix 1). 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.

Enterprise Ireland

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.

Enterprise Ireland

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).

Enterprise Ireland

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

Enterprise Ireland

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.

Enterprise Ireland

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

It is the intention of Enterprise Ireland that no data gathered on behalf or entered by 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.

Enterprise Ireland

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.

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.

Enterprise Ireland

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

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

6.27 Policy on Personal Debriefings

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

6.28 Award to Runner-up

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

6.29 Right to Award to More than One Supplier

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

Enterprise Ireland

6.30 Replacement Personnel

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

6.31 Copyright

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

6.32 Brand Names, etc.

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

Enterprise Ireland

APPENDIX 1 - FRAMEWORK AGREEMENT

Note to Tenderers: Please see pdf documents as follows:

Appendix 1 – Framework Agreement' which is a Single Party framework agreement

These have been uploaded separately to eTenders **(Resource ID: 9094930)**

Enterprise Ireland

APPENDIX 2 – DATA PROCESSING AGREEMENT

Note to Tenderers: Please see pdf documents as follows:

Appendix 2 – Data Processing Agreement

These have been uploaded separately to eTenders **(Resource ID: 9094930)**

Enterprise Ireland