



INVITATION TO TENDER

Title of Procurement:	Single party framework agreement for the provision of research, data collection, validation, analysis and reporting of data. Initial Contract - Annual Knowledge Transfer Survey (AKTS).
Procedure	<i>OPEN – National Level</i>
eTenders RFT ID	9265090
Enterprise Ireland Contract Reference	2026/029/00/00
Issue Date	9 th October 2026
Closing Date for Queries	Wednesday 21st October 2026 at 5pm (Irish Standard Time)
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie
Closing Date / Time For receipt of Tenders	Tuesday 3rd November 2026 at 12 noon (Irish Standard Time)
Please note that information relating to this Tender Document, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal	

(www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland cannot accept responsibility for information relayed (or not relayed) via third parties.

Enterprise Ireland

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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

2 Summary

Contracting Authority:	Enterprise Ireland
Nature of procurement:	Enterprise Ireland - Annual Knowledge Transfer Survey (AKTS) – Data collection and data analysis
Type:	Service
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.

3 About Enterprise Ireland

Enterprise Ireland (the 'contracting authority') 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 on global markets. In this way, we support sustainable economic growth, regional development and secure employment. Further details on the organisation and its services are available at www.enterprise-ireland.com

4 Scope of the Framework

Enterprise Ireland proposes to engage in a competitive process for the establishment of a single party framework agreement for the provision of research, data collection, validation, analysis and reporting of data. This will be primarily for the Annual Knowledge Transfer Survey (AKTS).

Enterprise Ireland reserves the right to draw down services under the framework for other Enterprise Ireland teams or business units where comparable or related service requirements arise and fall within the scope of this competition.

A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or not be awarded.

In the context of a single-party framework agreement, the successful framework member does not have to compete for each new contract.

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.

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a single party framework agreement with the tenderer selected following the tender stage and the application of the award criteria. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

4.2 Duration of the Framework Agreement

The framework agreement will be for two (2) years, with the option to extend for two (2) years, subject to a maximum of **four (4)** years subject to satisfactory performance, business needs and budgetary constraints all at the absolute discretion of Enterprise Ireland.

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

4.3 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of €200,000 (ex. VAT) over the lifetime of the agreement. This amount represents the maximum aggregate expenditure permitted under the framework agreement and shall not be exceeded.

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

4.4 Awarding Contracts under the Framework Agreement

In the case of a single party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the framework member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

4.5 Use of the Framework Agreement

Enterprise Ireland will use this framework agreement as and when requirements within its scope arise. However, there is no obligation upon Enterprise Ireland to make use of this framework agreement. Notwithstanding this fact, the framework agreement may be

terminated in accordance with the framework agreement terms and conditions, a draft version which will be appended to the tender document.

4.6 SME Participation

Enterprise Ireland seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (SMEs) in all competitions. Small and Medium Enterprises that believe the scope of any competition is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any contracts, agreements or arrangements that result from these competitions and therefore increase their social and economic benefits.

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 (see **Section 5 in the Tender Response Document**). The Data Processing Agreement (DPA) includes Technical and Organisational Measures the Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in Appendix 3. Tenderers should familiarise themselves with the entire agreement and its obligations. **In particular [Annex I \(Technical and organisational measures/Data Processing Annex\)](#) must be filled out and completed as part of the tender response.**

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

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

5 Detailed Scope of the Framework Agreement

5.1 The Initial Contract

The framework agreement will be established on foot of a competition for an initial contract for Enterprise Ireland - Annual Knowledge Transfer Survey (AKTS) – Data collection and data analysis. The initial contract duration is 12 months with the option to extend annually based on satisfactory performance / delivery of services. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

It is envisaged this contract will commence in December 2026 with outputs and final analysis due early May 2027. The expected budget for the initial contract will fall within the budget range of €15,000 to €25,000 (ex. Vat).

Knowledge Transfer Ireland (KTI)

Services under this contract are required for Knowledge Transfer Ireland (KTI). Knowledge Transfer Ireland is the national office responsible for making it simple and straightforward for companies, entrepreneurs and investors to tap into research available to them from Ireland's Universities, Institutes of Technology and other public research organisations (together referred to as Research Performing Organisations ('RPOs')).

Research from RPOs can be commercialised in several ways – through collaborative research agreements between academic/research institutions and companies, through licensing expertise or know-how (known as Intellectual Property) from academic/research institutions to companies or by creating, a what is known as a spin-out company founded on academic research, that has been identified as having significant commercial potential. The process of such research commercialisation is known as knowledge transfer. To find out more about knowledge transfer, please watch the KTI video <https://youtu.be/Ei2Kn25QXIk>.

5.2 Detailed Specification of Requirements

Overview

Since 2013, Enterprise Ireland has issued a report on the Annual Knowledge Transfer Survey (AKTS) which summarises the outcomes of commercialisation activity from the State-funded research base. A copy of the 2025 report can be found at [Annual-Knowledge-Transfer-Survey-2025v2.pdf](#)

Enterprise Ireland requires the support services of an experienced and suitable provider to collect, validate, analyse and report the data submitted by the Research Performing Organisations (RPOs). There are currently approximately 23-25 Irish Research Performing Organisations (RPOs).

Annual Report

Enterprise Ireland requires these services for the production of an annual report which summarises the outcomes of commercialisation activity from the State-funded research base.

The Annual Knowledge Transfer Survey (AKTS) is published annually by Enterprise Ireland with data collected from Research Performing Organisations (RPOs). It provides a review of business engagement and commercialisation activity, often referred to as knowledge transfer (KT), in the State funded research sector.

The Annual Knowledge Transfer Survey (AKTS)

Enterprise Ireland will supply the successful tenderer with a contact list for the RPOs. The successful tenderer will also be provided with the survey questionnaire in word format and an initial list of charts and tables that will be required. The current AKTS questionnaire consists of approximately 30 to 40 questions relates to the commercialisation performance of these RPOs and will include such activities as Licensing, Spin-out, IP activity etc.

As part of this tender process, please review the previous publications and propose additional survey questions, charts, and tables that could enhance the value and comprehensiveness of the current survey.

Please note: The guidelines/charts provided at the beginning of the framework may be amended throughout the term of the framework agreement. The questionnaire remains the property of Enterprise Ireland. As changes are implemented information will be provided to

the successful tenderer in a timely manner. It is then the responsibility of the framework members to ensure that these edits are implemented in future projects.

Methodology/Outputs

The survey will be partly pre-populated with metrics from another metric source. This data will be provided to the successful tenderer in a suitable format for incorporation into the survey.

Analysis of the data will involve the collation and supply of a summarised version of the results in excel or similar workable format and the production of approximately 30 associated tables and charts or a similar workable format that can be used by Enterprise Ireland. Enterprise Ireland will also require the following in a word format or similar workable format:

- A list of respondents and any comments on the data collection process,
- Responses and response rates

The successful tenderer will be responsible for driving timely and complete responses from the RPOs, ensuring a 100% response rate. They will thoroughly investigate all data anomalies and undertake repeated follow-ups as required to obtain clear, well-substantiated explanations and defensible justifications for all identified queries and exceptions.

On receiving the raw data, Enterprise Ireland will draft the report. During that process the successful tenderer must respond to requests for additional information i.e. to provide further charts and/or analysis from the collected data. These additional charts/data may require a fast turnaround time.

Timelines

The provider will be required to attend a 'kick-off' meeting with Enterprise Ireland on the Award of Contract at which the detailed project plan for the AKTS 2026 will be agreed.

It is expected that the AKTS 2026 will "go live" in March 2027 and will close in April 2027. The survey will open for submissions from RPOs for approx. 4 weeks.

With delivery results to Enterprise Ireland approximately four weeks after the survey closing date. Enterprise Ireland will draft the report and may request further data analysis and charts during May/June of the survey year. All dates subject to change and will be confirmed to the successful tenderer.

Project Management & Reporting

Enterprise Ireland requires the following project management structure:

- A kick-off meeting with Enterprise Ireland at which the process and milestones will be finalised
- Bi-weekly check-ins related to data collection and potential issues with the Enterprise Ireland project manager during the project.
- Prompt responses to emails and phone calls

Tenderers are required to include details of the availability of the account manager, Information on work management processes, liaison with Enterprise Ireland and client approval/sign off, and risk register.

Tenderers must provide a complete response to each requirement set out below and complete the corresponding sections of the Tender Response Document. In their response, Tenderer will be required to address the following:

- Development or source a fit for purpose survey tool to collect, analyse and produce a set of raw data from the submissions of approximately 23-25 Irish Research Performing Organisations (RPOs). Tenderers are required to provide comprehensive details including screenshots of the proposed survey tool that will be used to collect data.
- Please provide samples of your workflows for data validation processes.
- Tenderers must provide details on the proposed process/methodologies on how they will collect, collate and analyse the collected data for completeness, consistency, and accuracy.
- Confirm whether artificial intelligence (AI), including generative AI, machine learning, automated decision-making tools, or AI-enabled survey/data analysis functionality, will be used in the delivery of the services. Where AI is proposed, Tenderers must provide full details of the intended use, including the tools or platforms to be used, the data inputs and outputs involved, the purpose of the AI use, human oversight and quality assurance arrangements, data protection and information security controls, any third-party providers involved, and confirmation that Enterprise Ireland data will not be used to train or improve any AI model without Enterprise Ireland's prior written approval.
- Please provide details on how the data may be presented including a list of suggested table & charts

-
- Explain how you will manage the relationship with the RPOs and collect the data in a timely manner to ensure deadlines are met.
 - Please provide details of the liaison process with KTI, client approval and sign off.
 - Tenderers must provide a detailed project plan including key milestones

Technical Merit of the Team

The core team proposed must provide CV/Bios for each member which demonstrates recent experience, qualifications and expertise that are directly relevant to the requirements of Enterprise Ireland as set out in this RFT. CV/Bio must also:

- Clearly demonstrate how the technical competencies and skill sets of the proposed resource(s) can be similarly applied to the deliverables of the project.
- Please include projects/examples of previous similar assignments which demonstrate the expertise of each individual on the team.
- Tenderers must nominate a dedicated account manager who will act as the main point of contact for the duration of this project and future contracts.

5.3 Delivery Locations

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

5.4 Volumes

No contract awarded under the established framework pursuant to this competition will confer exclusivity on the successful tenderer. It should be noted also that the scope of expenditure cannot be accurately forecasted nor can any guarantee for a minimum uptake of services be given at this time. Any historical data is produced for information purposes only.

5.5 Pricing

The maximum price chargeable in respect of all items contracted during the framework period shall be set out in the pricing schedule in the Form of Tender (Appendix 9) submitted as part of this tender. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

The expected budget for the initial contract will fall within the budget range of €15,000 to €25,000 (ex. Vat) .

5.6 Account Management

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

5.6.1 Invoicing

Invoices shall be submitted by the successful tenderer on completion of an assigned project. All official invoices must quote a purchase order number and submitted directly to Accounts Payable (accounts.payable@enterprise-ireland.com). All invoices which do not quote the relevant order number(s) will be returned to the supplier.

5.6.2 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. Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

In the event that the framework is terminated Enterprise Ireland reserves the right to revert to the tenderer who finished in second place in this competition within the tender validity period.

5.7 Award to Runner Up

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

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 on the basis of the original competition, at any time during the tender validity period.

5.8 Details of Contracts Arising over Life of Framework Agreement

In addition to the initial contract, the framework agreement can also be used for the following types of contracts

1. Supplementary pieces of work as required by other departments within Enterprise Ireland
2. Any additional requirements that the Contracting Authority considers falls within the scope of the subject matter of the framework.

Enterprise Ireland

6 Evaluation Criteria

6.1 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.

6.1.1 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 €30,000 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

Enterprise Ireland

6.1.2 Previous Experience

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

Satisfactory Previous Experience

Tenderers must demonstrate to the satisfaction of Enterprise Ireland that they have the experience necessary to supply the Services if their Tender is successful. In order to demonstrate that the Tenderer meets this criterion, each Tenderer must complete the relevant reference-contract tables in the TRD and submit them with its Tender:

Details of **three (3) reference contracts** relating to delivery for public or private sector clients which demonstrate, to the satisfaction of Enterprise Ireland, the Tenderer's experience in successfully delivering contracts of a similar nature and scale and involving data collection, analysis and collation with the creation reports. Each reference contract must relate to services delivered **within the 36 months prior to the deadline for submission of Tenders**. Reference contracts outside this timeframe will not be considered.

The three reference contracts must¹:

- (i) Show demonstrated experience of System Design/Build
- (ii) Show demonstrated experience of Data Gathering
- (iii) Show demonstrated experience of Raw Data Analysis and Reporting
- (iv) Show demonstrated effective oversight and execution of the contract management component of the project.
- (v) Outline how this contract is comparable with the subject matter of the contract being tendered.

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

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

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

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.

6.1.3 Other Technical Criteria

Personnel & Skills

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

6.2 Award Criteria

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

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%
A	Total Cost	30%	3000	n/a
Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender Cost will be assessed as set out in Note 2 below				
B	Technical Merit of the Team	30%	3000	1800
Tenderers must clearly describe in their TRD the quality of their proposed resources and are referred to Section 5.2 of the ITT. Firms should provide comprehensive information on the team proposed clearly indicating each team members contribution to the project, their precise roles and responsibilities and time commitment. Comprehensive CVs/bio must be provided demonstrating each team members expertise for the role proposed. Please include projects/examples of previous assignments which demonstrate the expertise of each individual on the team. In addition, tenderers must outline the availability of the resources for the proposed team and provide detail on their proposal for the supply of the proposed resources for the term of the initial contract. Please also complete the Resource Allocation Schedule to identify team members for each project phase.				

C	Sustainability	5%	500	300
Tenderers must clearly describe in their TRD how they will deliver the service and are referred to Section 4.5 of the ITT				
D	Proposed Methodology	35%	3500	2100
Tenderers must clearly describe in their TRD how they will deliver the service detailed in section 5 and are referred to section(s) 5.2 of the ITT This should include details on: • Their understanding of the needs of Enterprise Ireland's requirements • Please provide comprehensive details including screenshots of the proposed survey tool that will be used to collect data • Please provide samples of your workflows for data validation processes • Please provide details on the proposed process/methodologies on how they will collect, collate and analyse the collected data for completeness, consistency, and accuracy. • Please confirm whether artificial intelligence (AI), will be used in the delivery of the services. Where AI is proposed, please provide full details of the intended use, human oversight and quality assurance arrangements. • Please provide details on how the data may be presented including a list of suggested table & charts • Explain how you will manage the relationship with the RPOs and collect the data in a timely manner to ensure deadlines are met. • Please provide details of the liaison process with Enterprise Ireland, client approval and sign off. • Please provide a detailed project plan including key milestones				

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

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

NOTE 3: The establishment of the framework and award of the initial contract 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 4: 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.

7 INSTRUCTIONS TO TENDERERS

7.1.1 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 the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

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

- Email: irish-eproc-helpdesk@eurodyn.com
- Phone: +353-818001459

Accessing documents

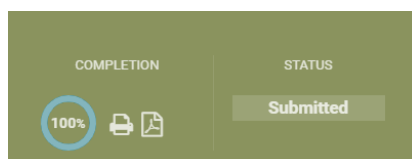
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

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

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

Submitting your Response

In responding to a competition without an electronic ESPD, a number of steps are required. The final step 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 FILE NAMES.

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

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

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

7.1.2 Queries

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

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

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

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

7.1.3 Query Process for Framework and Contract Terms and Conditions

Please refer to Framework and Contract Terms and Conditions set out in Appendices 1 and 2. It is intended that these terms and conditions will be finalised (with minor amendments, if necessary) during this Query process and responses to such queries will be broadcast on eTenders to all tendering parties. To this end, tenderers should use the query process set out in section 7.1.2 to identify 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 subsequently discuss proposed amendments during the tender assessment process and at framework / contract award stage.

7.1.4 Sufficiency & Accuracy of Tender

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

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

Enterprise Ireland reserves the right to disqualify incomplete tenders.

7.1.5 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.

7.1.6 Qualification of Tenders and Referential Bids

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

7.1.7 Extension of Tender Period

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

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

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

7.1.9 European Single Procurement Document (ESPD)

Enterprise Ireland will accept an ESPD if Tenderers wish to submit for this competition provided that they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in **Section 6.1**

7.1.10 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.

7.1.11 Cost of Preparation of Tender

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

7.1.12 Tender Validity Period

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

7.1.13 Currency and Prompt Payments

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

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

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

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

7.1.14 Confidentiality

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

7.1.15 Conflict of Interest

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

7.1.16 Freedom of Information Act

Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed. Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. Enterprise Ireland cannot guarantee that any information provided by tenderers, either in response to this tender or while any contract awarded as a result thereof, will not be released pursuant to Enterprise Ireland's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). Enterprise Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

7.1.17 Data Protection Legislation

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

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

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

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

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

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

In the event of a post Brexit situation where the United Kingdom (UK) is outside the EEA and storage and processing of the Contracting Authority'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 Contracting Authority and successful tenderer. Tenderers must confirm that they are willing engage with the Contracting Authority on putting this measure in place if the situation applies.

7.1.19 Service Audit

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

7.1.20 Tax Clearance Certificate

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

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

By supplying these numbers, the successful Tenderer, acknowledges and agrees that Enterprise Ireland has the permission of the successful tenderer to verify its tax cleared position online. <mailto:nonrestaxclearance@revenue.ie>

7.1.21 Withholding Tax

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

7.1.22 Irish Legislation and Law

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

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

7.1.23 Clarification of Tenders

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

7.1.24 Correction of Errors

Detailed pricing in all tenders will be examined for manifest errors that might alter the tender price stated in the Form of Tender or Pricing Schedule. In general, the following approach will be applied to such 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.

7.1.25 Change in the Composition of a Tender

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

7.1.26 Interference and Inducement to Purchase

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

7.1.27 Notification of Tender Evaluations

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

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

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

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

7.1.28 Policy on Personal Debriefings

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

7.1.29 Award to Runner-up

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

7.1.30 Right to Award to More than One Supplier

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

7.1.31 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.

7.1.32 Copyright

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

7.1.33 Brand Names, etc.

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

APPENDIX 1 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

**NOTE: FOR INFORMATION PURPOSES ONLY – NOT FOR COMPLETION UNTIL
FRAMEWORK CONCLUSION STAGE**

IMPORTANT NOTE:

The following terms are provided as an indication of the intended format for the framework agreement to be signed with the successful operator admitted to the framework in accordance with the terms of the Competition. Tenders are **not** requested to sign these terms as part of their tender submission but should review them carefully.

Framework Agreement with a Single Operator(s) for the.....

PARTIES

ENTERPRISE IRELAND (Hereinafter referred to as the 'Client')

AND

----- (Hereinafter referred to as the
"Framework Member" or "Member" or "Operator")

BACKGROUND

(a) The Client has conducted a tender competition advertised on the Irish Government procurement website www.etenders.gov.ie

(b) The Open procedure was used and an Invitation to Tender was issued with a tender submission deadline **Insert Date**

(c) Following evaluation of its tender against the published award criteria, the Framework Member is now appointed as the operator under this Framework Agreement.

2.1. Definitions

"Commencement Date" means after **Insert Date**

"Competitive Procedure" means the process leading to award of a Contract on foot of this Framework Agreement.

"Contract" means a contract which falls within the scope of this Framework Agreement and for which the Client conducts a Competitive Procedure under the terms of this Agreement;

"Framework Agreement" means these terms and conditions, including any Schedules hereto;

"Framework Period" means the period in years set out in Clause 3.1;

"Invitation to Tender" means the document issued by the Client on **Insert Date**

"Other Conditions" for example Special Terms and Conditions or Service Level Agreement as may be appropriate;

"Successful Tenderer" means a Framework Member who is awarded a contract on the basis of this Framework Agreement;

"Tender" means the submission of the Framework Member in response to the Invitation to Tender, together with any clarifications accepted by the Client.

- 1.1** To the extent that any specific term or condition in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the

relevant term or condition that is most favourable to Enterprise Ireland shall prevail.

- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the contract requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

2 Appointment of Framework Member

- 2.1 The Framework Member accepts its appointment under the terms and conditions of this Framework Agreement.
- 2.2 Membership of this Framework does not entitle the Member to be consulted in respect of, or awarded any contract during, the Framework Period. The Client may at its sole discretion choose not to enter into any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Section 9.
- 2.3 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period falling within the scope set out in Clause 4.1 Enterprise Ireland reserves the right to operate outside the terms of the framework agreement in the event that it considers that it is not achieving value-for-money.

3. Period of Framework Agreement

- 3.1. The period of the Framework Agreement will be for a maximum period of 4 years.
- 3.2. The Framework Agreement shall take effect on the Commencement Date.

4. Scope of Framework Agreement

This Framework Agreement relates to.....

5. Procedure for Award of Contracts

- 5.1. Contracts awarded under the framework may be by direct appointment to the appointed framework member.
- 5.2. On each occasion that a Contract is awarded to a Framework Member pursuant to this Clause, the Client and the successful Framework Member shall enter into a contract in accordance with the General Terms and Conditions, as well as any Special Terms and Conditions pertaining to the contract.

5.3. If for any reason it is not possible to award a Contract to the designated successful tenderer emerging from a Competitive Procedure, or if having awarded the Contract, the Client considers that the successful tenderer has not met its obligations, the Client reserves the right to award the Contract to the next highest scoring tenderer. This shall be without prejudice to any remedies in law or equity that may be available to the Client with respect to the unsatisfactory performance of the Contract.

5.4. It should be specifically noted that Enterprise Ireland reserves the right to terminate the Framework Agreement and to operate outside the terms of the framework agreement in the event that it considers that it is not achieving value-for-money.

6. Fixed Conditions for Contracts

6.1 Prices

The maximum price chargeable by the Framework Member during the 4-year period of the framework agreement is as set out on the Form of Tender.

6.2 Personnel

The Framework Member must nominate a contract manager to liaise with Enterprise Ireland to ensure successful delivery of this contract. The resources appointed to the framework must be those used in the award of any contract under the framework. Where the successful framework member proposes to replace a nominated person, the replacement must be of equal or better qualifications and expertise than that of the original person. Any replacements must be notified in writing to the Client and must be agreed by the Client prior to their commencement of any work under the framework.

7. Obligations of Framework Member

7.1 Conflict of Interest

The Framework Member is required to inform the Client of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Member and the Client or employees of the Client or their relatives must be communicated to the Client immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify the Framework Member from tendering for a Contract or invalidate an award of Contract, depending on when the conflict becomes apparent.

7.2 Insurances

Each Framework Member is required to maintain, at a minimum, the levels and forms of insurance set out in the tender documents (see selection criteria)

7.3 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. 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. 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.

7.4 Changes to Declarations

The Framework Member shall retain a copy of the signed Declarations Forms of this Agreement. If at any point during the Framework Period or during the lifetime of a Contract the Member becomes aware of Circumstances that might affect the validity of any of the statements in these Declarations, it shall notify the Client in writing of such circumstances at the earliest possible opportunity. Failure to notify the Client of any such changes may result in termination of membership.

7.5 Corrupt Gifts and Inducements

7.5.1 The Framework Member shall not give, provide or offer to any staff or agent of the Client a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Period as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any Contract.

7.5.2 The Client shall be entitled at all times to request a Certificate from any person in its employment or in the employment of the Framework Member that no such gift has been given. In the event of any such gift having been given, the Client shall be entitled to terminate this Framework Agreement and any Contract forthwith and to recover from the Framework Member all losses resulting from such termination together with an account or value of such gift.

7.6 Audits

Any Contract awarded under this Framework Agreement may be subject to audit by the Client or an authorised third party. In this event, the Framework Member is required to comply with all requests for information in relation to any Contract performed or partly performed by it under the Framework Agreement. Failure to provide the required information may result in termination of appointment.

8. Termination of Appointment

8.1 Without prejudice to any other rights or remedies to which it may be entitled, the Client shall be entitled to terminate the appointment of the Framework Member forthwith and without liability by giving notice at any time if:

-
- 8.1.1** The Member commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;
- 8.1.2** The Member fails to perform any obligation or responsibility under this Agreement or a Contract concluded under the Framework Agreement, and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Client requiring the Member to do so;
- 8.1.3** The Member's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement or the relevant Contract, or fails to meet any standard prescribed by law;
- 8.1.4** Any person employed by the Member or acting on its behalf offers or appears to offer a corrupt gift or inducement in the sense set out in Clause 7.5 above, whether with or without the knowledge of the Member;
- 8.1.5** The Member convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;
- 8.1.6** The Member ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;
- 8.1.7** The Member is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (as amended by Section 123 of the Companies Act, 1990) or any analogous provision of law;
- 8.1.8** An order is made or an effective resolution is passed for the winding up of the Member's company other than for the purpose of a restructuring the terms of which have been agreed by the Client;
- 8.1.9** A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Members company;
- 8.1.10** An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member;
- 8.1.11** The Client reasonably believes that any of the events mentioned above is about to occur in relation to the Member and notifies the Member;
- 8.1.12** The Member has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;
- 8.1.13** Any representation made by the Member in connection with this Agreement or a Contract shall in the opinion of the Client prove to be untrue or incorrect in a material respect as of the date when made;
-

8.1.14 Any event analogous to those contemplated in Clauses 8.1.5 through 8.1.12 occurs to the Member within the laws of any other jurisdiction.

9. Termination of Framework Agreement

- 9.1** The Client reserves the right to terminate this Agreement by providing fourteen (14) days' notice in writing to all Framework Members. The Framework Member shall have no claim for damages or otherwise against the Client as a result of the Client terminating this Framework Agreement in accordance with this Clause.
- 9.2** Termination of the Framework Agreement pursuant to Clause 9.1 shall not relieve or discharge the Framework Member from any obligations which may have accrued prior to such termination.
- 9.3** For the avoidance of doubt, termination of this Framework Agreement shall not affect the validity of any Contract entered into by the Client and any provider of the service pursuant to that Framework Agreement.

10. General

10.1 Freedom of Information

The Framework Member acknowledges that the Client is subject to the Freedom of Information Act 2014. Accordingly, information furnished to the Client by the Member may be released pursuant to the Client's statutory obligations. If the Member considers that any of the information supplied by it to the Client under this Framework Agreement or any Contract should not be disclosed because of its commercial sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Client 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 obligations.

10.2 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to the provisions of Clause 10.3 the Irish courts shall have exclusive jurisdiction.

10.3 Resolution of Disputes

Any dispute or difference arising out of or in connection with this Contract shall be referred in the first instance to a Conciliator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of a Conciliator, to be appointed on the request of either party by the Chairman for the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman of the Institute. In the event that the matter cannot be resolved by conciliation it shall be referred to a single Arbitrator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an Arbitrator, to be appointed on the request of

either party by the Chairman of the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman for the Institute. The decision of the Arbitrator appointed under this Condition shall be final and binding on the parties. Such Arbitration shall be governed by the Arbitration Act 2010 as amended or replaced or any statutory variation, modification or re-enactment thereof for the time being in force.

10.4 Waiver

Failure by either party to exercise their rights under these conditions shall not operate as a waiver or in any way preclude or prevent the exercise of further rights. A waiver of any breach of the terms of these conditions shall not be deemed to be a waiver of any other breach or default and shall in no way affect the other terms of the Contract.

10.5 Severability

Should any part of this Framework Agreement be or subsequently be found to be invalid, unlawful or unenforceable, then such parts shall be severed from the Framework Agreement and the remainder of the Agreement shall continue in full force and effect.

10.6 Force Majeure

10.6.1 If through no fault of a party, its performance has been affected or delayed by force majeure, such party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.

10.6.2 If however, force majeure causes a delay or failure in performance for a period longer than seven days, the Client shall have the right to terminate the Contract by seven days' notice in writing.

10.6.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence but shall not include strikes or concerted acts of the Framework Member 's workforce.

10.7 Public Procurement

Nothing in this Agreement shall prevent the Client from complying with its obligations under public procurement legislation. If necessary this Framework Agreement and any Contract concluded hereunder may be abridged modified, or amended without penalty to the Client so as to enable it comply with the said obligations.

11. Notices

11.1 The address, email and telephone numbers of the parties for the purpose of the giving of notices under this Agreement are as follows:

For the Client:

Contact Name:
Address:

E-mail:

Phone:

For the Framework Member:

Contact Name:

Address:

E-mail:

Phone:

11.2 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:

11.2.1 If delivered, at the time of delivery to the addressee or its duly authorised agent;

11.2.2 If sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement (or such other address as is from time to time notified to the other party hereto);

11.2.3 If transmitted electronically on receipt of 'read receipt' or equivalent.

11.3 All notices to the Client or the Framework Member from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.

11.4 All notices, documents and communications provided under this Agreement or the relevant Contract shall be in the English language.

SIGNED:

On behalf of the CLIENT

Name

Position

Signature

Date

Witnessed

On behalf of the Framework Member

Name

Position

Signature

Date

Witnessed

Schedules:

1. Form of Tender
2. Resources
3. Insurances

Enterprise Ireland

Schedule 1: Form of Tender

Insert Copy of Form of Tender as submitted by Tenderer

Enterprise Ireland

Schedule 2: Resources

Insert Copy of Resource Allocation Schedule as submitted by Tenderer

Enterprise Ireland

Schedule 3: Insurances

Enterprise Ireland

APPENDIX 2 - ENTERPRISE IRELAND TERMS AND CONDITIONS

WHEREAS:-

The following terms and conditions shall, unless otherwise agreed to in writing by Enterprise Ireland, apply to all purchases of services by Enterprise Ireland:-

IT IS AGREED:-

1 PURCHASE

- 1.1 The supplier of the services identified in the purchase order or contract, ("**Seller**"), shall provide and Enterprise Ireland shall receive the services on the execution by Enterprise Ireland of a purchase order or contract for the price agreed and shown thereon.
- 1.2 Services supplied to Enterprise Ireland shall be deemed to be supplied on these terms and conditions and no purported variation of these terms and conditions shall be valid unless specifically agreed by Enterprise Ireland.
- 1.3 Enterprise Ireland will not accept responsibility for any order which is not on an official order form and fully signed by an authorised officer.

2 APPLICABILITY AND LAW

These terms and conditions shall be governed and construed by the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

3 PAYMENT

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- 3.1** In consideration of the provision of services, Enterprise Ireland shall pay Seller in accordance with agreed prices and rates ("charges") as stated in the Purchase Order.

3.2 Invoice and Monthly Statement

- 3.2.1** Seller shall issue an invoice for each individual Purchase Order.
- 3.2.2** The invoice shall be sent directly to Accounts Payable in the Finance Department Enterprise Ireland or e-mailed to accounts.payable@enterprise-ireland.com quoting the Purchase Order number
- 3.2.3** The supplier name on the invoice must be the same as on the Purchase Order.
- 3.2.4** The invoice quantity, value and currency must be the same as on the Purchase Order.
- 3.2.5** The description on the invoice must reasonably match that on the Purchase Order.
- 3.2.6** Invoices received without a Purchase Order will be returned. A single monthly statement shall be submitted by Seller within three (3) working days of month end. This statement shall include a breakdown showing all individual invoice charges for the month.

3.3 Tax Clearance Certificates

Where cumulative payments exceed €10,000 (including VAT), in a 12-month rolling period, a valid Tax Clearance Certificate from Irish Revenue must be submitted to Enterprise Ireland. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.4 Professional Services Withholding Tax

Where professional Services are provided to Enterprise Ireland, the payment for such services are liable to Professional Services Withholding Tax (PSWT) at 20%. An F45

will be issued in receipt of the deduction. The PSWT deducted can be re-claimed from the Irish Revenue. This applies to both Irish Resident suppliers and Non-Resident suppliers.

3.5 E-Day Bank Details for Payment

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

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

3.7 Late Payments

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

3.7.2 All public sector bodies must pay invoices within 30 days of receipt of invoice (invoice must be received by Accounts Payable, Finance, Enterprise Ireland) or the services, whichever is the later.

3.7.3 After 30 days, interest and compensation is automatically applied to monies outstanding, if the invoice is correct and there are no outstanding queries in relation to it.

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

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

3.7.6 Any queries on invoices should be addressed to accounts.payable@enterprise-ireland.com.

4 INDEPENDENT CONTRACTOR

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- 4.1** Seller is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Enterprise Ireland, and they shall not hold themselves out to be so.
- 4.2** Seller shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated, obtain and pay for all licences and permits necessary for the provision of services in accordance with such Laws.

5 WARRANTY

- 5.1** Seller hereby warrants its power to enter into contracts and that it has obtained all necessary approvals to do so.

6 INDEMNITY

- 6.1** If notified promptly in writing of any action brought against Enterprise Ireland based upon a claim that any services provided by Seller infringes any patent, trade mark, copyright or other intellectual property right, the Seller shall if called upon to do so by Enterprise Ireland defend such action at its expense and pay any costs and damages awarded and any expenses incurred by Enterprise Ireland in connection with the claim (including legal and other expert fees). If so called upon, Seller shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.

7 LIMITATION OF LIABILITY

- 7.1** In no event will Enterprise Ireland's total liability for damages and actions based on contract or tort arising out of or in connection with a Purchase Order exceed the amount remaining due under that Purchase Order.
- 7.2** In no event shall Enterprise Ireland be liable for any indirect or consequential loss suffered by Seller.

8 FREEDOM OF INFORMATION

Please note Enterprise Ireland is subject to the Freedom of Information Act 2014. The following extract may be relevant to this Purchase Order:

A record in the possession of a service provider shall, if and in so far as it relates to the service, be deemed for the purposes of this Act to be held by the FOI body, and there shall be deemed to be included in the contract for the service a provision that the service provider shall, if so requested by the FOI body for the purposes of this Act, give the record to the FOI body for retention by it for such period as is reasonable in the particular circumstances.

9 CONFIDENTIALITY

Save as provided for by law, including the Freedom of Information Act 2014, both parties agree to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided to the other hereunder. Both parties shall take all reasonable steps to ensure that its employees, agents, Sub-contractors are bound by the same obligation.

10 FORCE MAJEURE

Neither party will be liable for failure or delay in the performance of its obligations under a Purchase Order due to causes beyond its control including but not limited to strikes, wars, revolutions, fires, floods, explosions, earthquakes or governmental regulations.

11 ASSIGNMENT

Seller shall not assign a Purchase Order or any part thereof without Enterprise Ireland's prior written approval.

12 SUB-CONTRACTING

- 12.1** Seller shall not sub-contract all or any part of its obligations under a Purchase Order without Enterprise Ireland's prior written approval. No such approval shall create any contractual relationship between Enterprise Ireland and any sub-contractor.
- 12.2** Seller shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

13 NOTICES

13.1 Any demand, notice or communication shall be deemed to have been duly served:-

13.1.1 If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).

13.1.2 If given or made by prepaid post, two working days after being posted.

13.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of Enterprise Ireland, East Point Business Park, Dublin 3, Ireland (or such other address as may be notified in writing from time to time) marked for the attention of the Purchasing Manager, Enterprise Ireland.

14 WAIVER

14.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under a Purchase Order shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.2 Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of a Purchase Order.

15 HEADINGS

The headings to the clauses of these terms and conditions shall not affect the construction of the clauses.

16 SEVERABILITY

If any part of a Purchase Order is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be

severed from the remainder of the Purchase Order which will continue to be valid and enforceable to the fullest extent permitted by law.

17 CANCELLATION

17.1 Enterprise Ireland may cancel an order in whole or in part at any time by written or electronic notice in the event that the Seller:

17.1.1 fails to comply with any term or condition of the order including but not limited to delivery terms; or

17.1.2 is subject to a receiver, liquidator or other similar officer being appointed over any or all of its property or assets; or files a voluntary petition in bankruptcy; or

17.1.3 voluntarily ceases trading

18 INSURANCE

If Seller's work involves operations by Seller on Enterprise Ireland's premises or at any of Enterprise Ireland's customers or at any place where Enterprise Ireland conducts operations, the Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and except to the extent that such injury is due solely and directly to Enterprise Ireland's negligence, the Seller shall indemnify Enterprise Ireland against all loss which may result in any way from any act or omission of Seller, its employees, servants, agents or sub-contractors and Seller shall maintain such public liability, personal injury and property damage and employer's liability and compensation insurance as will protect Enterprise Ireland from said risks and shall produce evidence of such insurance upon request by Enterprise Ireland.

19 Data Protection

19.1 Seller shall comply with all applicable data protection law including but not limited to the General Data Protection Regulation 2016 (the GDPR), the Data Protection Act 2018 and any other national implementing legislation ("**Data Protection Law**").

19.2 In this clause 19, the terms "personal data", "processor", "controller", "data subject", "supervisory authority", "personal data breach" and "processing" have the

meaning given to those terms in Data Protection Law. "Sub-processors" shall mean other processors that are used by Seller to process personal data.

- 19.3** To the extent that Enterprise Ireland acts as a controller and Supplier acts as a processor, and the provision of the goods or services requires Supplier to process personal data relating to Enterprise Ireland's clients, employees, officers and/or other persons, at Enterprise Ireland's request or under Enterprise Ireland's instructions, Seller shall comply with its obligations as processor under this clause 19.
- 19.4** The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and Enterprise Ireland's obligations and rights as controller are as provided in the applicable agreement between Enterprise Ireland and Seller and/or further to written or oral instructions that Seller receives from Enterprise Ireland.²
- 19.5** In processing personal data that Enterprise Ireland provides to Seller, Seller warrants and represents that Seller is, and shall be for so long as Seller processes any such data, fully compliant with the Data Protection Law and Seller agrees:
- 19.5.1** To only process the personal data on Enterprise Ireland's documented instructions, unless Seller is required to do so by EU or Irish law. Seller shall inform Enterprise Ireland of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
- 19.5.2** Not to transfer the personal data to a recipient outside the EEA, without Enterprise Ireland's prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- 19.5.3** To impose a duty of confidentiality on any staff and subcontractors of Seller, where applicable, with access to the personal data.
- 19.5.4** To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for
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regularly testing, assessing and evaluating the effectiveness of security measures.

- 19.5.5** Not to engage another processor without Enterprise Ireland's prior specific or general written authorisation. In the case of general written authorisation, Seller shall inform Enterprise Ireland of any intended changes concerning the addition or replacement of other processors, thereby giving Enterprise Ireland the opportunity to object to such changes.
- 19.5.6**]To require any sub-processor that Seller engages to process the personal data on Enterprise Ireland's behalf, to adhere to the same obligations that Seller undertakes in these terms and conditions, to ensure such processing meets the requirements of the Data Protection Law, and Seller will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- 19.5.7** Insofar as possible, and taking into account the nature of the processing, assist Enterprise Ireland by appropriate technical and organisational measures to fulfil Enterprise Ireland's obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.
- 19.5.8** Taking into account the nature of the processing and the information available to Seller, assist Enterprise Ireland in ensuring compliance with its obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
- 19.5.9** At Enterprise Ireland's request, delete or return all the personal data to Enterprise Ireland after the end of the provision of Seller's goods or services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- 19.5.10** Make available to Enterprise Ireland all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by Enterprise Ireland or another auditor mandated by Enterprise Ireland.

19.5.11 Immediately inform Enterprise Ireland if, in Seller's opinion, an instruction of Enterprise Ireland infringes Data Protection Law.

Enterprise Ireland

APPENDIX 3 – DATA PROCESSING AGREEMENT

Enterprise Ireland