

OPEN PROCEDURE

REQUEST FOR TENDER

ESTABLISHMENT OF A MULTI-SUPPLIER FRAMEWORK AGREEMENT

SPECIALIST DIGITAL CONSULTING SERVICES

under the PEACEPLUS Smart Village Network Project (SVNP)

Field	Details
Contracting Authority	Donegal County Council
Procedure	Open Procedure at National Level
Framework	Multi-Supplier Framework comprising four Lots
Issue Date	27 October 2026
Queries and Submission Deadlines	As specified on eTenders
Submission	Via www.etenders.gov.ie



**Comhairle Contae
Dhún na nGall**
Donegal County Council



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Northern Ireland - Ireland

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Donegal County Council, hereinafter referred to as the Contracting Authority, is responsible for this procurement and for the establishment and management of the Framework Agreement. Further information is available at www.donegalcoco.ie and www.donegal.ie.

1.2 The Smart Village Network Project

The Smart Village Network Project, project reference PP00857, is funded through PEACEPLUS Investment Area 2.4 Smart Towns and Villages. Derry City and Strabane District Council is Lead Partner. Donegal County Council, North West Regional College, ERNACT and Ulster University are project partners, working with twelve rural Digital Hubs across Donegal and Derry/Strabane.

The project seeks to create a sustainable and vibrant future for rural communities by combining advanced connectivity, digital transformation, green transition, social inclusion and cross-border cooperation. Digital Hubs will provide local facilities, technologies, collaborative spaces, outreach and support.

Donegal County Council leads Activity 1.6, the Bespoke Business Mentoring Programme, supporting up to 120 SMEs through approximately 240 days of one-to-one mentoring and group mentoring where appropriate.

1.3 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by SMEs, micro-enterprises and independent consultants on a fair and equal basis. Tenderers may include individuals, sole traders, partnerships, companies, consortia or joint ventures and may rely on the resources of other entities where permitted and demonstrably available. A consortium must appoint a lead member and single point of contact authorised to act on its behalf.

2 SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a multi-supplier Framework Agreement. A framework agreement establishes the terms and conditions under which individual contracts may or may not be awarded during a specified period. Tenderers may apply for one or more Lots, each of which will be evaluated separately. Admission does not constitute the award of a contract and does not guarantee work.

2.2 Scope of Requirements under the Framework

2.2.1 Scope of the Framework

Donegal County Council is inviting suitably qualified service providers to deliver specialist digital mentoring under the SVNP. Services include business discovery and diagnostic support, action planning, one-to-one mentoring, group mentoring, practical demonstration, guided implementation, use of hub infrastructure and equipment, knowledge transfer, referral support, monitoring and assignment-level reporting.

2.2.2 Additional / Call-Off Contracts

Call-Off Contracts will be awarded as needs arise. A Call-Off may concern one business, a package of businesses, a group mentoring need, a hub-based demonstration or a defined specialist implementation

assignment. Each Call-Off will specify scope, approved days or hours, location, timetable, outputs, evidence and maximum budget. There is no guarantee of any Call-Off Contract.

2.3 Anticipated Timeline

Stage	Indicative Date
Issue RFT	27 October 2026
Queries / Closing Date	As specified on eTenders
Award decision	December 2026
Framework commencement	January 2027
Mentoring delivery	January 2027 to January 2028
Optional Extension	January 2028 to January 2029

2.4 Framework Lots and Numbers Admitted

Lot	Heading	Scope
1	Artificial Intelligence, Automation and Data Solutions	AI, automation, analytics, dashboards, data optimisation and responsible adoption.
2	Digital Transformation and Business Systems	Processes, productivity, CRM/ERP, cloud, e-commerce, UX, integration and cybersecurity.
3	Digital Content Creation and Marketing	Marketing, social media, photography, video, podcasting, design and immersive content.
4	Sector-Specific Digital Solutions for Rural Businesses	Digital solutions requiring retail, hospitality, tourism, agriculture, agri-food or manufacturing expertise.

Tenderers may apply for one or more Lots. Tenderers applying for Lot 4 must identify their proposed sector specialisms and are not required to cover every sector. Subject to sufficient compliant Tenders, the Contracting Authority intends to appoint up to four Framework Members to each Lot and approximately eight to ten distinct economic operators overall. A Tenderer may be appointed to multiple Lots. The Contracting Authority is not obliged to fill every available place.

2.5 Duration of the Framework Agreement

The Framework Agreement is intended to commence in January 2027 and remain in force until 31 January 2028. There will be an option to extend the contract for up to another twelve months at the discretion of Donegal County Council.

2.6 Estimated Value

The estimated aggregate value will be €130,000 exclusive of VAT. These figures are indicative only and no expenditure is guaranteed. Tenderers must complete all required entries in the Pricing Schedule without amendment.

2.7 Awarding Contracts under the Framework Agreement

2.7.1 Identification of the Relevant Lot

The Contracting Authority will select the Lot that most closely reflects the predominant expertise required. A requirement involving material expertise from more than one Lot may be divided or competed across the relevant Lots where permitted by the Framework Agreement.

2.7.2 Use of Cascade Method for each Lot

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not able to deliver the contract due to availability, conflict of interest, etc. the next-ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

Please note that the cascade method is the preferred method which will be used in the following circumstances:

- Contracts under €15,000

Donegal County Council reserves the right to hold a mini competition for successful tenderers in any lot should it be deemed necessary for complex requirements, or where further competition is likely to improve value or outcomes.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply the relegation process detailed in the Framework Terms and Conditions and relegate the first ranked member to the bottom position on the cascade list for poor performance.

2.7.3 Mini-Competition

The Contracting Authority may conduct a mini-competition for any assignment and will normally do so above €15,000 exclusive of VAT, for complex requirements, or where further competition is likely to improve value or outcomes. A Supplementary Request for Tender will be issued to all capable Framework Members in the relevant Lot and will state the requirement, deadline and award criteria. Criteria may include understanding, methodology, named personnel, expertise, availability, price and added value within the scope of this RFT.

2.8 Right to Tender Outside the Framework

The Contracting Authority intends to use the Framework for requirements within scope but reserves the right, where lawful and appropriate, to procure outside it. Admission is non-exclusive and gives no right to be consulted concerning procurements outside the Framework.

2.9 Compliance with Framework Terms

Admission will be conditional on acceptance of the Framework Terms and Conditions and the Call-Off Contract terms. Any reservation must be raised through the clarification procedure. No Framework Member is guaranteed assignments, mentoring days, revenue or a share of expenditure.

2.10 Non-Availability or Non-Performance

Where a Framework Member cannot accept or satisfactorily deliver an assignment, the Contracting Authority may apply contractual remedies and reallocate the requirement in accordance with the call-off rules. Reallocation does not create an entitlement for any other member.

3 SPECIFICATION OF REQUIREMENTS

3.1 Scope of Requirements under the Framework Agreement

The objective is to support up to 120 SMEs in the twelve hub catchments to leverage digital technologies, infrastructure and emerging solutions for growth, efficiency, competitiveness and resilience. The programme anticipates approximately 240 mentoring days. Two days per business is a planning assumption, not an automatic entitlement.

3.1.1 Programme Implementation Phases

Phase	Requirements
Business Discovery	DCC, hubs and partners develop a business pipeline or directory, undertake research and outreach, gather preliminary information and segment businesses by location, sector, digital maturity and support need. DCC determines eligibility and additionality.
Engagement and Action Planning	The selected Framework Member validates needs and, where required under the Assignment Brief, prepares a Mentoring Intervention Plan, Digital Action Plan or Business Improvement Plan setting out objectives, inputs, outputs, timescales, dependencies, referrals and expected outcomes.
Delivery	The Framework Member coordinates mentoring, demonstrations, guided implementation and knowledge transfer. Delivery is expected to take place primarily through the Digital Hub network; however, depending on business requirements, the nature of the intervention, participant circumstances, and the facilities or resources available within individual Hubs, services may also be delivered at business premises, other suitable locations, or through online and hybrid formats where appropriate.
Review	Completion, participant feedback, mentoring effectiveness, progress, technology adoption and impact are reviewed in accordance with the assignment brief.

Demand will be monitored. DCC may adapt outreach, sequencing, group delivery or allocation among Lots while maintaining quality, eligibility, value for money and the approved programme objectives.

3.1.2 Services Required

- Conduct an assignment-level discovery process covering objectives, growth ambitions, challenges, digital maturity, skills, process and technology needs.
- Prepare a concise action plan with agreed outcomes and timetable.
- Deliver tailored one-to-one mentoring and group mentoring where appropriate.
- Provide practical guidance, demonstrations, configuration, prototypes or guided implementation where approved.
- Use available hub infrastructure and equipment where relevant and arranged.
- Provide effective knowledge transfer and avoid unnecessary dependency.
- Identify referrals to other supports and avoid duplication.
- Maintain records, track outcomes and provide completion reports and PEACEPLUS evidence.

3.1.3 Lot 1: Artificial Intelligence, Automation and Data Solutions

- AI readiness, responsible adoption and use-case identification.
- Generative AI for administration, customer service, marketing, analysis and productivity.
- Workflow automation and systems integration.
- Data quality, analytics, dashboards and visualisation.
- Privacy, security, accuracy, intellectual property and human oversight.

3.1.4 Lot 2: Digital Transformation and Business Systems

- Digital maturity, roadmaps and process improvement.
- CRM, ERP, booking, stock, payments, cloud collaboration and document systems.
- E-commerce, website functionality, UX and digital customer journeys.
- Cybersecurity, backup, resilience and access controls.
- Software selection, integration and implementation planning.

3.1.5 Lot 3: Digital Content Creation and Marketing

- Content and digital marketing strategy, campaigns and analytics.
- Photography, videography, podcasting, audio and graphic design.
- Web, social media and e-commerce content.
- Use of hub content studios and editing technologies.
- VR, AR and motion capture where relevant.

3.1.6 Lot 4: Sector-Specific Digital Solutions for Rural Businesses

This Lot applies where effective delivery requires both digital and sector expertise. It does not establish sector-exclusive hubs.

- Retail: stock, point-of-sale, customer data, e-commerce and omnichannel services.
- Hospitality, tourism and food service: booking, property management, revenue tools, digital guest journeys, ordering, customer experience, waste and energy monitoring.
- Agriculture and agri-food: farm management systems, livestock monitoring, mapping, drones, sensors, precision farming, dashboards, AI and robotics.
- Manufacturing and rural production: process digitisation, automation, quality systems, advanced manufacturing and data capture.

3.1.7 Deliverables

The precise deliverables for each Assignment will vary according to the needs of the participating business(es). Detailed outputs, reporting requirements and timescales will be specified by the Contracting Authority when issuing an Assignment Brief. The following list is indicative only and provides examples of deliverables that may be required under individual Assignments:

- A Mentoring Intervention Plan, Digital Action Plan, or Business Improvement Plan setting out agreed objectives, activities and recommended actions.
- Attendance records, engagement logs and mentoring time records for all participating businesses and individuals.
- Practical outputs arising from the Assignment, including system configurations, AI workflows, content assets, prototypes, process maps, templates, guidance documents or other implementation materials.
- Software implementations, digital tools, platform set-up, or accredited/certified training outputs where specified within the Assignment Brief.
- An Assignment Completion Report detailing activities delivered, outputs achieved, outcomes realised, recommendations made, follow-on support requirements, and proposed next steps.
- Participant satisfaction and feedback records.
- All monitoring, communications, publicity, case study, equality, data protection, procurement and audit evidence required to support PEACEPLUS programme compliance.
- Referrals to other Hub services, specialist support providers, or partner organisations where appropriate.

3.1.8 Eligible Business Geography

Within the catchment area of each of the participating hubs listed below:

Donegal Hubs	Derry/Strabane Hubs
gTeic Gaoth Dobhair	Churchtown Community Association, Castlederg
gTeic An Tearmann	Claudy Rural Development
gTeic Carraig Airt	Eglinton Community Ltd
Inishowen Innovation	Glenelly Development Trust
The BASE	Learmount Community Development Group
Greencastle Community Development CLG	Newtownstewart Leisure Complex

All costs must be reflective of a per day cost for the trainer inclusive of travel and subsistence. No additional fees will be paid outside of the per day cost.

3.1.9 Additionality and Referral Pathways

Mentoring must complement rather than duplicate existing publicly funded support. Framework Members must identify needs better addressed by Local Enterprise Office Donegal, Údarás na Gaeltachta, Enterprise Ireland, InterTradelreland, Invest Northern Ireland, North West Regional College, universities or other initiatives. DCC will decide whether the assignment proceeds, is revised or is referred.

3.1.10 Accessibility, Cross-Border Delivery and Responsible Technology

Services must be inclusive, accessible and respectful. Framework Members may be required to deliver in both jurisdictions, contribute to cross-border learning and recognise differing legal and support structures. Confidential business information must be protected. Public AI services must not receive personal, confidential or commercially sensitive information without documented authority and appropriate safeguards. Recommendations must address cybersecurity, licensing, interoperability, vendor lock-in and human oversight.

3.2 Contract Management

Each Framework Member must nominate a contract manager with authority to deal with assignments, performance, reporting, invoicing, complaints and concerns. Duties include maintaining a good working relationship, providing reports, attending review meetings, resolving issues and proactively identifying improvements and savings. Framework-level contract management is non-billable.

Performance may be monitored against availability, responsiveness, timeliness, quality, participant feedback, practical outcomes, evidence completion, accessibility, data protection and cooperation with DCC, hubs and project partners.

4 SELECTION CRITERIA

The Open Procedure will be used. All interested parties may submit a Tender, but only those demonstrating the required legal, financial and technical capacity will proceed. Selection criteria are pass/fail and will be completed through the Tender Response Document.

4.1 European Single Procurement Document

An ESPD may be accepted where applicable. All self-declared information must be supported promptly on request and before framework establishment or Call-Off award where required.

4.2 Relying on Other Entities

Tenderers may rely on the resources of other entities where permitted and must prove those resources will be available. Consortium members must provide relevant information separately where relied upon and appoint a lead member authorised to act for the group.

4.3 General, Legal and Financial Requirements

Requirement	Minimum
General / Declarations	Completed organisation, consortium, subcontractor, bona fides, exclusion, conflict and statutory compliance information.
Tax	Tax compliance or jurisdictional equivalent.
Turnover	Proposed €40,000 annual turnover requirement, subject to proportionality review and suitable alternatives for newer firms.
Financial Standing	Capacity to meet debts and perform Call-Off Contracts.
Insurance	Employer's Liability €13m where applicable; Public Liability €6.5m; Professional Indemnity €500,000, subject to final proportionality review.

4.4 Technical Capacity Requirements

- At least one comparable mentoring, consultancy, training or digital implementation assignments in the previous five years.
- Experience working with micro-enterprises or SMEs.
- Ability to translate specialist expertise into practical business outcomes and knowledge transfer.
- Qualified personnel for each Lot applied for.
- Capacity to deliver across the eligible geography.
- Quality, confidentiality, information security and health and safety arrangements.

- Capacity to provide monitoring and audit evidence.

Tenderers must respond separately for each Lot. Lot 4 Tenderers must identify and evidence each selected sector specialism. Failure in one Lot will not automatically exclude a compliant response under another Lot.

5 AWARD CRITERIA

Only valid and responsive Tenders satisfying the selection criteria will be evaluated. Each Lot will be evaluated separately on the basis of the most economically advantageous tender. Maximum marks are 10,000 per Lot.

Criterion	Weighting	Maximum	Minimum
A - Quality and Relevance of Proposed Personnel	25%	2,500	1,250
B - Methodology for Specialist Mentoring and Knowledge Transfer	25%	2,500	1,250
C - Relevant Experience in the Lot(s) specified	20%	2,000	1,000
D - Cost	25%	2,500	N/A
E - Sustainability, Accessibility and Added Value	5%	500	N/A

Criterion A will assess qualifications, specialist knowledge, SME experience, mentoring capability and implementation experience.

Criterion B will assess understanding, discovery, planning, practical delivery, use of hubs, accessibility, knowledge transfer, risk, outcomes and reporting, including a typical two-day intervention.

Criterion C will assess comparable results relevant to the Lot and, for Lot 4, the selected sectors.

Criterion D will use the Pricing Schedule.

Criterion E will assess environmental measures, accessibility, inclusion, cross-border learning and proportionate added value.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Maximum Points available for Cost	B
Cost for the tender being evaluated	C
Formula employed	$\frac{A \times B}{C}$

5.2 Methodology for Qualitative Scoring

Score	Meaning
90–100%	Outstanding: comprehensive, highly relevant and fully supported.
80–89%	Excellent: strong understanding and assurance.
70–79%	Very good: fully supported and offering good assurance.
60–69%	Good: well supported with manageable reservations.
50–59%	Acceptable: meets the minimum requirement.
25–49%	Mediocre and unacceptable.
1–24%	Poor and unacceptable.
0%	No response.

Tenderers must achieve 50% under Criteria A, B and C and 50% of total qualitative marks. Ties for the final framework place will be resolved by the combined A and B score, then A, then C, then cost.

5.3 Post Tender Clarification

The Contracting Authority may invite written clarification where information appears incomplete, inconsistent or erroneous. Requests will comply with equal treatment and transparency and will not permit a material alteration of the Tender.

5.4 Verification

Framework admission may be subject to verification of declarations, qualifications, experience, insurance, tax compliance, personnel availability and financial standing. Key personnel may be required to attend a meeting. The Contracting Authority may request evidence, review relevant systems or visit premises where proportionate.

5.5 Clarification of Abnormally Low Tenders

Where rates or proposed time inputs appear commercially unsustainable, the Tenderer may be required to explain all relevant elements. Failure to provide a satisfactory explanation may result in rejection in accordance with applicable rules.

5.6 Right to Confirm Suitability

The Contracting Authority reserves the right to confirm before framework establishment and before a Call-Off award that financial and technical capacity remains valid and unchanged. Material changes must be disclosed promptly.

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and Tenders 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 email, fax, post or hand delivery, will not be accepted. Tenderers must ensure that they allow sufficient time to upload and submit all required documentation before the Tender Deadline and should take account of variations in

upload speeds. To submit a response, Tenderers must select “Submit Response”. A submitted response may be modified and re-submitted up to the deadline. The submission facility will be disabled automatically when the deadline expires. Tenderers unfamiliar with the eTenders process should familiarise themselves with it well in advance.

6.2 Closing Date

The closing date and time for receipt of Tenders will be as specified on eTenders. It is the responsibility of each Tenderer to ensure that its Tender is complete and has been uploaded and submitted by the designated deadline. The Contracting Authority is not responsible for technical, connectivity or upload difficulties experienced by a Tenderer.

6.3 Queries

All queries concerning this competition must be submitted through the messaging facility on www.etenders.gov.ie by the date specified. This includes notification of omissions, inconsistencies or ambiguities that might prevent submission of a comprehensive Tender. Tenderers should submit queries as early as possible. The Contracting Authority is not obliged to answer queries received after the deadline. Responses may be edited to avoid disclosing the identity of the querist and circulated to all parties that have expressed an interest through eTenders.

6.4 Extension of Tender Period

The Contracting Authority reserves the right, at its discretion, to extend the closing date for receipt of Tenders by notice through eTenders to all parties that have expressed an interest in the competition. Tenderers are responsible for monitoring eTenders for any such notice.

6.5 Tender Validity

To allow sufficient time for Tender assessment, clarification, verification and framework establishment, a Tender validity period of six months is required, commencing on the Tender Deadline. The Contracting Authority may request an extension of this period.

6.6 Discrepancies between Documents

A PDF version of the Request for Tender will be made available on eTenders and will be considered the primary source document. Editable versions may be provided to assist Tenderers in preparing responses. Where a discrepancy arises between a PDF and an editable version, the PDF will take precedence. Tenderers must notify the Contracting Authority promptly of any anomaly. Where appropriate, an amended document or clarification will be issued through eTenders.

6.7 Formatting and Tender Documents

Tenderers must use the Tender Response Document and Pricing Schedule when preparing their submission. Tenderers are prohibited from amending the text or content of forms, declarations or templates except where completion is expressly required. Where unauthorised amendments are identified, the Contracting Authority may eliminate the Tenderer. Failure to use mandatory documentation, particularly the Pricing Schedule or Lot response schedules, may also result in elimination. Tenderers applying for more than one Lot must provide all information requested for each Lot.

6.8 Collusive Tendering

If a Tenderer is found to have offered, agreed to offer or given any bribe, gift, gratuity, commission or consideration as an inducement or reward in connection with this competition, its Tender may be

disqualified and the circumstances referred to the appropriate authority. The same applies to collusive tendering, bid-rigging or improper coordination with another economic operator.

6.9 Confidentiality

After the official opening of Tenders, information relating to examination, clarification, evaluation, comparison and recommendations will not be disclosed to Tenderers or persons not officially involved until the outcome has been notified, subject to applicable law. Tenderers must treat documents supplied in connection with the competition as private and confidential and must not disclose their contents to a third party without permission. Any effort to influence the Contracting Authority or its personnel may result in rejection.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of Tenders, including pricing breakdowns, during evaluation. No change in the price or substance of a Tender will be sought, offered or permitted except where allowed by law. Selected Tenderers may be invited to a clarification or verification meeting and will bear their own costs of attendance.

6.11 Correction of Errors

Detailed pricing will be examined for manifest arithmetic errors. Where there is a discrepancy between a unit price and a total derived from multiplying that unit price by a quantity, the unit price will normally govern. The amount stated in the Tender may be adjusted accordingly and, with the Tenderer's agreement, will be binding. A Tenderer that does not accept a permitted correction may have its Tender rejected. Where a discrepancy arises between an eTenders Total Quote field and the Pricing Schedule, the Pricing Schedule will take precedence. No new cost element may be introduced after the deadline.

6.12 Change in Composition

Any change in the composition of a Tenderer, consortium, subcontracting arrangement or proposed key personnel must be notified in writing and approved by the Contracting Authority. Where the original entity or person was relied upon to satisfy selection criteria or deliver the services, any replacement must meet or exceed the same standard. The Contracting Authority reserves the right to disqualify a Tenderer or apply contractual remedies where a material change is made without approval.

6.13 Interference and Inducement

Any effort by a Tenderer to unduly influence the Contracting Authority, project partners, evaluators or other relevant persons in the examination, clarification, evaluation or award process may result in rejection. Applicable anti-corruption and criminal justice legislation will apply.

6.14 Conflict of Interest

Any actual, potential or perceived conflict of interest involving a Tenderer, consortium member, subcontractor or proposed personnel must be fully disclosed. Any registrable interest involving the Tenderer and the Contracting Authority, its employees or their relatives must also be disclosed. If a conflict becomes known after submission, it must be notified immediately. Failure to disclose may result in disqualification, non-admission, suspension from call-off activity, termination or invalidation of an award, depending on when the conflict arises.

6.15 Publicity

Tenderers and Framework Members must not undertake or permit publicity in relation to this competition, the Framework Agreement, a participating SME or a Call-Off Contract without the prior written consent of

the Contracting Authority. Consent may extend to the content and timing of publicity. Media includes radio, television, newspapers, trade press, websites, social media and email communications accessible by the public. Approved communications must comply with PEACEPLUS branding and visibility requirements.

6.16 Right Not to Award

The Contracting Authority does not bind itself to establish the Framework Agreement, fill every Lot or framework place, accept the highest-scoring Tender, or award any Call-Off Contract. It may accept or reject Tenders in whole or in part where lawful and may cancel the procurement process. The invitation is issued in good faith, but the Contracting Authority will not be liable for Tenderers' costs.

6.17 Notification of Evaluation

All information regarding evaluation or potential outcomes will remain confidential until the procurement process has concluded. Tenderers will be informed of the outcome following evaluation and any required clarification or verification. Outcomes may include appointment to one or more Lots, a letter of regret, a decision not to establish a particular Lot, or a decision not to proceed with the Framework Agreement.

6.18 Award Notices

Following conclusion of the competition, an award notice or other required award information will be published through eTenders or another applicable publication channel. Call-Off awards will be recorded and published where required by national procurement rules.

6.19 Debriefing

Unsuccessful Tenderers will be provided with information in accordance with applicable procurement requirements. Having regard to the written information supplied and available resources, the Contracting Authority may decide not to offer individual debriefing meetings.

6.20 Copyright and Intellectual Property

The Contracting Authority will own bespoke material produced and paid for under a Call-Off Contract, subject to the detailed contract terms. A Framework Member will retain ownership of its pre-existing methodologies, tools, know-how and templates. It must grant the Contracting Authority and, where relevant, the participating SME a perpetual, non-exclusive, royalty-free licence sufficient to use, reproduce and adapt the paid-for outputs for project and business purposes. Third-party and open-source materials must be identified and lawfully licensed.

6.21 Brand Names and Equivalence

Where reference is made to a particular make, source, process, trademark, type, patent, software platform or product, the reference will be understood as accompanied by the words "or equivalent". Such references do not constitute a requirement to purchase or recommend a named product. Framework Members must identify relevant licensing, interoperability and vendor lock-in implications.

6.22 Environmental Aspects

The Contracting Authority is committed to environmental management and sustainable procurement. Tenderers and Framework Members should make all reasonable efforts to minimise adverse environmental impacts arising from travel, service delivery, equipment use and materials. Remote or hub-based delivery should be used where effective and proportionate, without compromising accessibility, mentoring quality or the practical needs of the business.

6.23 Knowledge and Skills Transfer

It will be a condition of each Call-Off Contract that opportunities for the transfer of skills and knowledge to participating SMEs, Digital Hub personnel or relevant Contracting Authority staff are actively used. Framework Members must avoid unnecessary dependency and provide proportionate guidance, documentation and demonstrations enabling the business to continue using or evaluating the recommended solution.

6.24 Currency and Payments

All prices and rates must be quoted in euro, exclusive of VAT, with the applicable VAT treatment clearly stated. Payments will be made in euro against approved deliverables, validated mentoring records and correctly rendered invoices. A payment schedule may be agreed for each Call-Off Contract. No payment is due by reason only of admission to the Framework Agreement.

6.25 Irish Law

Tenderers should be aware that applicable legislation includes employment, working time, official secrets, data protection, health and safety, accessibility, intellectual property, cybersecurity and minimum pay requirements. Contracts awarded under this competition will be governed by Irish law, while Framework Members must also comply with mandatory legal requirements applicable in any other jurisdiction in which services are delivered.

6.26 Anti-Competitive Conduct

Tenderers must have regard to the Competition Act 2002, as amended, and any corresponding applicable competition legislation. Collusion on prices, market allocation, framework participation, personnel or any other aspect of this competition or a subsequent mini-competition is prohibited and may constitute a criminal offence.

6.27 Accessibility and Dignity at Work

The successful Framework Members must comply with relevant dignity-at-work, equality and accessibility legislation. As a public body, the Contracting Authority is committed to equality of opportunity. Services, communications, venues and outputs must be accessible to persons with disabilities, and reasonable adjustments must be facilitated in cooperation with the Contracting Authority, the relevant hub and the participating business.

6.28 Withholding Tax

Where applicable, payments may be subject to Professional Services Withholding Tax at the prevailing rate and to other statutory deductions. Non-resident Framework Members are responsible for understanding registration, tax, reclaim and cross-border requirements and should obtain independent advice.

6.29 Freedom of Information

Tender responses will be treated in confidence, subject to the Contracting Authority's obligations under the Freedom of Information Act 2014, procurement law, audit requirements and other applicable law. Tenderers should identify specific information they consider commercially sensitive and explain the basis for that claim. Blanket claims are not acceptable. The Contracting Authority cannot guarantee that information will not be released where disclosure is legally required and accepts no liability for such lawful disclosure.

6.30 Late Payment

The Contracting Authority operates in accordance with applicable EU and national legislation concerning late payment in commercial transactions. Framework Members must submit complete and accurate invoices quoting the relevant Call-Off Contract and purchase order details.

6.31 Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, including Regulation (EU) 2016/679, the Data Protection Act 2018 and guidance issued by the Data Protection Commission or another competent supervisory authority. The Contracting Authority will act as Controller in respect of personal data submitted for this competition. Tenderers must ensure that they have a lawful basis for providing personal data and that relevant Data Subjects have received appropriate information. The data protection roles applying during mentoring delivery, and any required data processing or data sharing arrangements, will be specified in the Framework Agreement or Call-Off Contract.

6.32 Changes in Legislation and Funding Requirements

As a condition of framework appointment and Call-Off award, Framework Members remain responsible for fulfilling their contractual obligations notwithstanding changes in legislation, regulation, taxation, duties, technology standards or other relevant factors. Framework Members must also comply with binding PEACEPLUS requirements, the applicable Letter of Offer conditions and reasonable audit or evidence requirements communicated by the Contracting Authority. Material changes will be managed in accordance with the Framework Agreement and applicable procurement law.