INVITATION TO TENDER SINGLE-PARTY FRAMEWORK AGREEMENT	
Title:	**Establishment of a Single-Party Framework Agreement for the provision of the Design and Delivery of the "GROW360 PROGRAMME" for Enterprise Ireland**
Enterprise Ireland Ref.	**2026/026**
Procedure	**OPEN EU**
eTenders Resource ID	**9384435**
Issue Date	**Wednesday 28 October 2026**
Closing Date for Queries	**Friday 20 November 2026 @ 12 noon (Irish Time)**
Submission of Queries	Via the messaging portal on eTenders on www.etenders.gov.ie

Closing Date / Time For receipt of Tenders	**Monday 30 November 2026 @ 12 noon (Irish Time)**
Please note that information relating to this Invitation to Tender Document, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free of charge and there is no charge for documents. Please note that Enterprise Ireland cannot accept responsibility for information relayed (or not relayed) via third parties.	
Please note that, in responding to this Tender, you must use the Tender Response Document (TRD) and upload these as a ZIP FILE to protect the integrity of the file names	

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1 General Information

1.1 Disclaimer

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

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

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

1.2 Small and Medium Enterprise participation

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

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

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

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

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

1.3 Use of Tender Response Document

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

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

1.4 Summary

Enterprise Ireland:	2026/026
Title:	Establishment of a Single-Party Framework Agreement for the provision of the Design and Delivery of the “GROW360 PROGRAMME” for Enterprise Ireland
Nature of Requirement	Services
Procedure:	OPEN Procedure

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

2 About Enterprise Ireland

Enterprise Ireland is the authority responsible for this Competition.

Enterprise Ireland is the government organisation responsible for the development and growth of Irish enterprises in world markets. We work in partnership with Irish enterprises to help them start, grow, innovate and win export sales in global markets. In this way, we support sustainable economic growth, regional development and secure employment.

Enterprise Ireland's new strategy "Delivering for Ireland, Leading Globally", for the period 2025-2029, focuses on supporting Irish business to accelerate sustainably and increasingly contribute to economic growth. The environment in which Irish businesses operate is constantly changing and business needs to be innovative and ambitious to succeed. EI's 5-year strategy sets out how it will support Irish business to START, COMPETE, SCALE and CONNECT to deliver jobs across Ireland and impact globally. We will work with our fastest growing Client Companies to:

- Develop leadership teams with ambition;
- Strengthen management and financial capability;
- Provide pathways to new sources of funding;
- Assist enterprises to connect with and realise opportunities overseas.

EI provides a wide range of financial and non-financial support to Irish companies through all stages of their growth and connects them to international customers across multiple sectors and global locations. With 40 offices worldwide, EI's teams of industry experts consult with international business to understand and solve their business needs. One of Enterprise Ireland's strategic ambitions is to provide a world class digital experience to its Client Company portfolio, as well as providing a scalable, flexible and secure digital platform to enable its staff to effectively carry out our business processes.

Further information is available at our corporate website www.enterprise-ireland.com.

3 Context

Under Delivering for Ireland, Leading Globally (2025–2029), Enterprise Ireland sets out a clear framework built on four strategic action areas: Start, Compete, Scale, Connect. Each is supported by quantified ambitions for jobs, exports, innovation and productivity. These include targets to increase employment in supported companies to 275,000, grow exports to €50bn, support 1,000 start-ups, broaden the base of large Irish exporters, lift productivity (+3% p.a.), and accelerate the sustainability transition (35% CO_2 reduction by 2030).

Of particular relevance to this project are the pillars:

- **Compete**: Support Irish enterprises to improve competitiveness by strengthening productivity, sustainability, innovation and digital capability, enabling firms to operate more efficiently and meet evolving global standards. The focus is on building the operational excellence and leadership capacity required for Irish businesses to compete successfully in international markets.
- **Connect:** Strengthen linkages across Ireland's enterprise and innovation ecosystem and internationally, deepening cluster participation, research-industry collaboration, and market networks to speed diffusion of knowledge and unlock growth opportunities. Peer-to-Peer learning has also had demonstrably positive impacts across client cohorts.

3.1 Leadership, Talent & Skills

Enterprise Ireland's Leadership, Talent & Skills Department helps to address the capability needs of our clients through a suite of tailored leadership & management development programmes. We inspire Irish business leaders to have the ambition, confidence and ability, through our programmes and digital learning community to grow their businesses globally.

Our offers range from strategic programmes that create transformational business change to flexible short programmes addressing short term business issues. Our programmes are aligned to the six pillars of business growth and are further supported by customised advisory, online and financial supports. Capability development programmes are co-designed and managed from within the department by specific Programme Managers. Programme provision, design, and delivery are procured from a range of providers, including executive education institutions (e.g.

third-level colleges and management institutes), management and strategic consulting firms, and experienced business practitioners. These providers support CEOs and senior leadership teams in developing strategic capability and translating learning into practical actions and business outcomes. The programmes all aim to instigate behaviour change and positively influence the confidence, ambition and ability of clients whilst driving improvements in firm performance and business growth in sales, jobs and exports.

3.2 Leadership and Strategic Capability Challenge and Rationale

Many SMEs face persistent challenges in developing and executing effective strategy, often operating without a clearly defined strategic direction or structured planning process (Harvard Business Review; stakeholder interviews). As organisations grow, leaders are increasingly required to balance operational demands with strategic leadership responsibilities, yet frequently lack the time, capability, or space to do so effectively (Business Navigator participant feedback). This can result in weak prioritisation, limited alignment, and reactive decision-making, with recent McKinsey research highlighting that two-thirds of business leaders view their organisations as overly complex and inefficient, while only half believe their organisations are well prepared to respond to future shocks (McKinsey, *The State of Organizations 2023*).

Enterprise Ireland market soundings, supported by internal research and external literature, identify a consistent capability gap across SMEs in strategic planning, focus, clarity, and team alignment. The scale of this challenge is reflected in evidence showing only 29% of leaders report that they dedicate 30% or more of their time to long-term growth initiatives, and that actual strategic alignment within organisations is often two to three times lower than leaders perceive (McKinsey Growth Leaders Mindset Survey, 2024; Harvard Business Review, *Is Your Company as Strategically Aligned as You Think It Is?*, 2023). In parallel, limited visibility of clients' strategic direction and growth ambitions can reduce Enterprise Ireland's ability to effectively target and tailor supports (Client Advisor feedback).

The Grow360 programme has been developed to address this gap by supporting leaders to strengthen their strategic capability and leadership effectiveness, adopt structured strategic planning practices, and create greater organisational focus, alignment, and readiness for growth.

3.3 Strategic Capability as a Driver of Sustainable Growth

For Enterprise Ireland client companies, strategic capability becomes increasingly important as organisations evolve and scale. Growth typically brings greater organisational complexity, including larger teams, expanding customer bases, market diversification, and increased operational demands. At this stage, leadership approaches and decision-making processes that supported earlier success may need to evolve to support future growth.

This challenge is reflected in the concept of organisational S-curves, which suggests that periods of growth are frequently followed by maturity and plateau unless organisations adapt their strategies, capabilities, and ways of working to meet changing circumstances. Progressing to the next phase of growth often requires leaders to challenge established assumptions, reassess priorities, identify new opportunities, and align resources behind a clear strategic direction.

The importance of this capability has increased in a business environment characterised by economic uncertainty, technological disruption, evolving customer expectations, global competition, and talent challenges. Described by many as a VUCA (Volatile, Uncertain, Complex and Ambiguous), BANI (Brittle, Anxious, Non-Linear and Incomprehensible) or PLUTO (Polarised, Liquid, Unpredictable, Turbulent and Overloaded) world, organisations must navigate increasing complexity while continuing to deliver day-to-day performance. Research demonstrates that organisations with strong strategic capabilities are significantly more likely to achieve above-average growth and profitability (PwC, The Strategy Crisis). However, strategic capability alone is insufficient without effective leadership to activate it. Leaders must be capable of making informed strategic choices, balancing the exploitation of existing opportunities, capabilities and business models with the exploration of new opportunities, markets and approaches that will drive future growth. This requires leaders to continually shift between operational execution and strategic reflection, ensuring the organisation remains both effective today and prepared for tomorrow. Grow360 is designed to support leaders through this challenge by providing the structure, challenge, tools, and dedicated time required to step back from day-to-day operations, strengthen strategic thinking and leadership effectiveness, and develop a roadmap for sustainable future growth.

3.4 Enterprise Ireland's 360 Framework

The Enterprise Ireland 360 Framework is a holistic business engagement framework used to develop a comprehensive view of a client company's current position, strengths, opportunities, and development needs. It provides a common structure for understanding a business, its priorities and supports more informed, coordinated, and effective client engagement across Enterprise Ireland.

The framework is designed to operate (internal to Enterprise Ireland) as a snapshot of their current position and to help Enterprise Ireland colleagues identify key capability gaps, growth opportunities, and areas requiring support. The 360 snapshot is intended to evolve with the client over time and may be refined, developed, and expanded through a series of meetings or interactions. It is not designed to operate as a diagnostic tool, but rather as a framework to support structured reflection and discussion on a client's current position and future priorities. It also provides a shared view of the business, enabling colleagues from different functions and specialist teams to quickly build an understanding of a client's circumstances before engaging with the company.

Enterprise Ireland 360 Framework considers business performance, capability and opportunities for improvement across seven key strategic areas:

- Ambition
- Operations
- Finance
- Products and Services
- Sustainability
- Leadership, Talent and Skills
- Sales, Marketing and Exports

By providing insights, a common language and consistent structure for assessing businesses, the 360 Framework supports a more integrated approach to client development and helps Enterprise Ireland tailor supports to the specific needs and growth ambitions of individual companies.

It is expected that the successful tenderer for Grow360 aligns the programme, and specifically the outputs to the existing 360 model.

3.5 Target Audience

Grow360 is intended for established Enterprise Ireland client companies seeking to strengthen their strategic capability and support future growth. It is anticipated that approximately 2,300 clients could be suitable for and benefit from the programme.

Participating companies are likely to include businesses at varying stages of growth, organisational maturity, and internationalisation. They may range from companies actively scaling and pursuing new opportunities to companies seeking to re-evaluate their strategic direction, unlock growth potential, or establish stronger foundations for future development.

Participating companies are likely to exhibit the following characteristics:

- Established businesses (typically more than five years in operation).
- Operating across a diverse range of sectors and industries.
- Geographically dispersed throughout Ireland, including many businesses located outside major urban centres.
- Often family-owned or family-managed businesses, including second and third-generation organisations.
- Varying levels of export activity, growth ambition, leadership capability, and organisational maturity.
- An established operational base and a leadership team responsible for driving future growth and development.
- Seeking growth through increased export activity, innovation, operational improvement, organisational development, market expansion, or enhanced leadership capability.

While these companies differ in size, sector, growth trajectory, and strategic maturity, many face similar challenges as they scale. Through client engagement and consultation with Enterprise Ireland Client Advisors, several common growth constraints have been identified, including:

- Small management teams with limited role clarity and ownership.
- Leadership teams that are heavily focused on day-to-day operations.
- An ad hoc or reactive approach to strategic planning.
- An opportunistic approach to sales and marketing.
- Limited time and space for strategic reflection and long-term planning.
- Financial performance being viewed primarily as a reporting function rather than a strategic management tool.

Many of these companies are operating at an important stage of development where strengthening strategic capability, leadership alignment, and business planning is critical to achieving future growth. While they would benefit from focused support in these areas, they may not yet be ready to engage in longer-duration capability development programmes due to competing business priorities, demands on leadership time, or the need to first establish greater strategic clarity and organisational alignment. Grow360 is intended to provide an accessible, practical intervention that helps companies build these foundations and identify future capability development needs.

Grow360 is designed to support these companies in developing a clearer strategic direction, stronger leadership capability and alignment, and a more structured approach to planning, decision-making, and sustainable growth.

4 Scope of the Framework Agreement

4.1 Type of Framework Agreement

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

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

4.2 Numbers Admitted to the Framework Agreement

The Framework Agreement will be established with the highest-ranked compliant tenderer following application of the Selection Criteria and Award Criteria. Thereafter the Framework

Member will be considered for the award of any Call-off Contracts within the scope of the Framework Agreement.

4.3 Duration of the Framework Agreement

The framework agreement will be for two (2) years, with the option to extend for one (1) year, subject to a maximum of two (2) extensions, subject to satisfactory performance, business needs and budgetary constraints all at the absolute discretion of Enterprise Ireland. The maximum duration of the framework will be four (4) years.

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

4.4 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the Framework Agreement is expected to be in the region of **€550,000 to €700,000** excluding VAT over the lifetime of the Framework Agreement.

This estimate includes approved costs associated with venue hire, catering and printing where those costs are reimbursed by Enterprise Ireland in accordance with Section 5.2.2.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement. It is anticipated that a minimum of six short programmes will be delivered per annum, subject to client demand.

4.5 Awarding Contracts under the Framework Agreement

If Enterprise Ireland decides to procure requirements under the Framework Agreement, it will follow the procedures set out in the Framework Agreement included with the tender documents. Call-off Contracts may be awarded directly on foot of a tender or by consulting the Framework Member in writing and, if necessary, requesting the Framework Member to supplement its tender in accordance with the Framework Agreement terms and conditions.

4.6 Use of the Framework Agreement

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

4.7 Right to tender outside of the Framework Agreement

Enterprise Ireland intends to use the Framework Agreement for the procurement of requirements falling within its scope during its term. However, it reserves the right to purchase outside the Framework Agreement for the procurement of any requirement without reference to the Framework Member. Award of the Framework Agreement does not guarantee the award of any Call-off Contract to the Framework Member, except for the Initial Call-off Contract. The Initial Call-off Contract will be awarded to the successful tenderer concurrently with the establishment of the Framework Agreement, subject to completion of all required verification, approval and contract execution requirements. The Framework Agreement does not otherwise give the Framework Member the right to be consulted in respect of, or tender for, any requirements falling within the scope of the Framework Agreement.

5 Detailed Scope of the Framework Agreement

5.1 Programme Objectives

The overall aim of the Grow360 programme is to provide an accessible capability-development programme that is widely applicable to Irish SMEs. The developing a practical growth plan, output will develop strategic and business planning capability and strengthen leadership focus and alignment to support long-term competitiveness and export growth.

The Grow360 programme will support participating companies to:

- Strengthen strategic thinking, decision-making, and prioritisation capability amongst participating leadership teams.
- Enhance leadership capability of the CEO and senior team members.
- Build greater alignment, consensus, and shared ownership of growth priorities across senior leadership teams.
- Enable leadership teams to create greater organisational focus by translating vision, mission, values, and strategic priorities into effective execution.
- Enable companies to develop a practical, implementation-focused growth plan aligned to Enterprise Ireland's 360 framework.
- Equip participants with the tools, frameworks, and best-practice approaches required to support ongoing strategic development and business growth.
- Provide insight into client priorities and challenges to enable more targeted Enterprise Ireland support and engagement.

5.1.1 Expected Programme Outcomes

Grow360 is intended to deliver a combination of immediate outcomes for participating companies upon programme completion, alongside longer-term outcomes that support sustainable growth, improved strategic capability, and stronger engagement with Enterprise Ireland supports.

SHORT TERM OUTCOMES

Upon completion of Grow360, participating companies should:

- Develop a practical, 360-aligned strategic growth plan with clear priorities, actions, responsibilities, and next steps.
- Demonstrate leadership team alignment through a shared understanding of the organisation's strategic direction, goals, and growth ambitions.
- Demonstrate shared ownership, accountability, and a common language for implementing strategic priorities.
- Show deeper insight into the opportunities, risks, accelerators, and inhibitors influencing business growth and performance.
- Identify capability gaps, development needs, and key areas requiring future focus and investment.
- Improve strategic planning, decision-making, prioritisation, and performance management capability.
- Increase awareness and application of practical tools, frameworks, and methodologies that support business growth and long-term planning.
- Translate best practices from peer organisations through the exchange of experiences, challenges and practical approaches.
- Perceived relationship, communication and alignment improvements by Enterprise Ireland Client Advisors upon programme completion.
- Awareness and confidence to better navigate Enterprise Ireland's wider suite of supports, programmes, and growth opportunities available to participating companies.

LONG TERM OUTCOMES

It is anticipated that six to twelve months after completion of the Grow360 programme, participating companies should:

- Demonstrate greater confidence in strategic decision-making and adopt a more proactive, forward-looking approach to planning and growth.
- Increased ambition and readiness for scale by identifying and pursuing new growth opportunities with confidence.
- Strengthened ability to navigate periods of change, complexity, and organisational development.

- Strategic planning embedded as an ongoing business discipline rather than a one-off activity.
- Demonstrate greater confidence and capability to communicate how their business plan drives growth within their company.
- Use of planning, performance management, and decision-support tools more effectively to guide business growth.
- Clearer accountability, ownership, and progress-tracking mechanisms established to support implementation.
- Maintenance of alignment and shared ownership of strategic priorities across the leadership team.
- Improved ability to translate strategic plans into practical actions and measurable outcomes.
- Closer alignment of organisational resources, activities, and decision-making with long-term strategic objectives.

By the end of Grow360, participating leadership teams should have a clearer understanding of their business, a shared view of future priorities, a practical and actionable strategic roadmap, greater awareness of the factors influencing their growth, and stronger capability to lead their organisation through its next phase of development. The programme should also strengthen the relationship between participating companies and Enterprise Ireland, creating a platform for more targeted, effective, and impactful support in the future.

5.2 Detailed Specification of Requirements

It is anticipated that each Grow360 programme will span approximately five to ten weeks, with flexibility to reflect participating companies' organisational needs and capacity. The programme will include pre-work, workshop delivery, online learning, coaching support, development of the growth plan and a final presentation. It is critical that the programme embeds business-planning capability within participating companies so that they can continue to plan and implement beyond the programme period.

5.2.1 Programme Content

Enterprise Ireland envisages that the content of Grow360 will broadly align with the key pillars of Enterprise Ireland 360 Framework, as outlined in Section 3.4. This alignment is intended to create a common language and structure between the programme, the final programme output, and Enterprise Ireland's wider client engagement approach. It will also support a seamless transition back to the client's point of contact in Enterprise Ireland (Client Advisor) upon programme completion, enabling more informed discussions regarding future priorities, development needs, and follow-on supports.

Tenderers are encouraged to apply their expertise in determining the most appropriate content, themes, and learning outcomes for the target audience, taking into account the programme objectives, desired outcomes, programme duration, and the realities facing participating companies.

As part of Criterion D, tenderers must provide:

- A proposed content outline for the programme, including the key topics, themes, and learning outcomes to be covered.
- A rationale for the inclusion of each proposed content area and how it supports the overall programme objectives and desired outcomes.
- Justification for the proposed focus and balance of content, considering the target audience, programme duration, and anticipated business impact.
- An explanation of how the proposed content aligns with Enterprise Ireland 360 Framework and supports the development of the final programme output.
- A proposed timeline for how the 6 programmes will be delivered annually including the Design and Development phase as detailed below.
- A proposed agenda for the final output presentation, outlining how the session will be structured to maximise impact and learning for the participating company, while also providing valuable insights and follow-on value for Enterprise Ireland.

Enterprise Ireland welcomes innovative and evidence-based approaches to programme design and delivery. Tenderers should demonstrate how their proposed content will develop strategic capability, leadership effectiveness, organisational alignment, and business planning capability

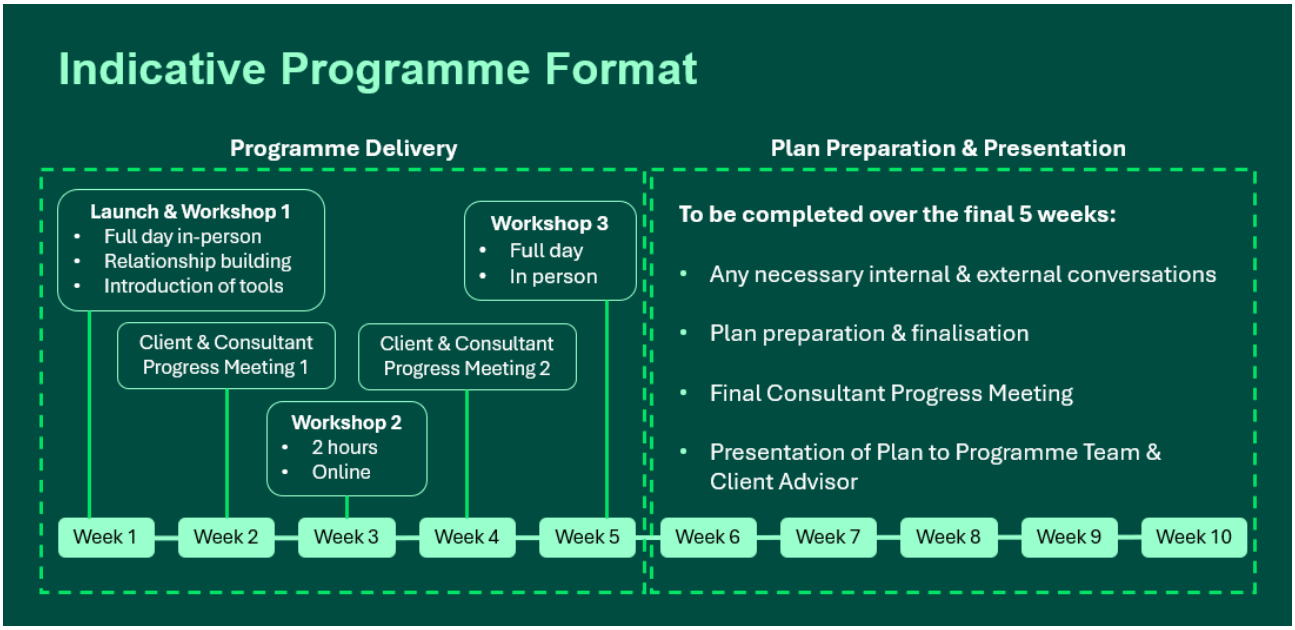
within participating companies, while ensuring a clear connection between programme learning, participant application, and ongoing engagement with Enterprise Ireland.

5.2.2 Design, Delivery & Evaluation

Enterprise Ireland envisages Grow360 as a relatively short-duration, high-impact intervention that combines structured learning, practical application, and one-to-one support. While the tenderers are expected to propose their own delivery approach and programme structure, proposals should demonstrate how they will achieve the programme objectives and desired outcomes through an engaging and practical participant experience.

As a minimum, tenderers must design the programme to incorporate the following elements which will be evaluated under criterion D:

- A concentrated programme delivery period focused on developing strategic capability, leadership effectiveness, and business planning capability.
- A blended delivery model incorporating both in-person and online learning elements.
- Multiple one-to-one consultancy touchpoints throughout the programme to provide challenge, support, accountability, and progress reviews.
- Sufficient time and support for participants to develop and refine their final programme output.
- A flexible output development period that recognises differences in company size, strategic maturity, capacity, and business circumstances.
- A final presentation or review session to allow participants to present their output, discuss implementation priorities, and engage with relevant Enterprise Ireland stakeholders.



Enterprise Ireland's indicative programme format spans approximately **5-10 weeks**, with a concentrated content delivery phase of 5 weeks, followed by a flexible period for output development and final presentation. This model was developed based on research, market consultation, and previous programme experience.

However, Enterprise Ireland remains open to innovative or evidence-based alternative approaches that can demonstrably deliver the programme objectives and desired outcomes while maintaining a high-quality participant experience. It is important however that the duration of engagement aligns with the positioning of the programme as a short, strategic intervention.

A potential design framework is already outlined below. However, as above, Enterprise Ireland welcomes any additional creative input from the tenderer that will further improve the impact of this workshop.

The programme provision must consist of the following elements; **Design & Development, Delivery and Evaluation**. Tenderers are required to provide a **detailed response in Criterion D for how** the programme will be deigned, mobilised, delivered and evaluated:

DESIGN AND DEVELOPMENT

Note: evaluated under criterion D

1. **Design of a Pre-Programme Diagnostic**. Design a pre-programme diagnostic to benchmark participants' capability (competence and confidence) and capacity across the core themes of Grow360. As a minimum, the diagnostic should assess strategic thinking, decision-making and prioritisation capability, the leadership capability of the CEO and senior leadership team, and the level of leadership alignment, consensus, and ownership of growth priorities within the organisation. The diagnostic should also encourage participants to reflect on their current business performance, growth ambition, strategic opportunities, and areas for improvement, ensuring they enter the programme with a clear understanding of their starting point and development priorities. While this diagnostic is separate from the Enterprise Ireland 360 snapshot, it should cover the key themes of the framework and the Grow360 programme to benchmark progress and also to inform the evolution of their 360 snapshot.

   Note: Not all clients who participate in the programme will have an existing 360 snapshot.
2. **Asynchronous Learning and Supporting Resources.** Tenderers should propose an approach for providing asynchronous learning resources to support participant engagement and knowledge retention. This may include pre-work, preparatory reading, workshop summaries, tools, templates, or other digital resources. Enterprise Ireland will retain ownership of any content developed specifically for the programme, and all materials must be provided upon completion. Any digital tools that are intended to support this should be clearly specified.
3. **Design of highly interactive workshops**. Tenderers are required to propose how best to utilise the in-person and online sessions to ensure client connectivity, high engagement, action learning, online activity (e.g. flipped classroom), and on-going evaluation throughout the day. These workshops must be suitable to be delivered in a range of regional locations. **Note:** There will be 20 companies in each workshop, with 3 members of each allowed to attend. Participating companies can request up to 2 additional places for team members at an additional cost.

4. **Development of workshop content.** Tenderers should note that any content developed specifically for Enterprise Ireland under the Framework Agreement will be owned by Enterprise Ireland. Where the tenderer proposes to use pre-existing or independently developed learning content, the tenderer must identify that content and the associated ownership arrangements in its tender. The successful tenderer will be required to grant Enterprise Ireland the rights necessary to reuse agreed learning content on an Enterprise Ireland platform for the benefit of Enterprise Ireland clients and staff, with the scope of those rights to be finalised during the design phase. The successful tenderer will remain responsible for hosting and displaying all content required for programme delivery and must provide a draft agenda and learning specification for the workshop.
5. **Tenderers are required to develop supporting collateral, practical tools and templates for use by participants** prior to the workshop and between the workshop and follow-on implementation session.
6. **Development of Final Programme Output Template.** Tenderer will be required to design a templated framework for the final programme output and associated presentation. The format should align with Enterprise Ireland's 360 framework and provide a consistent structure that can be applied across participating companies. The output should be practical, forward-looking, and support meaningful discussion, planning, and follow-on engagement between participating companies, Enterprise Ireland Client Advisors, and the programme team. The proposed template will be finalised in collaboration with Enterprise Ireland during the programme design phase.
7. **Development of Collaborative Output Development Workspace.** Tenderers should provide a secure, company-specific collaborative workspace to support the development of the final programme output. The workspace should allow multiple participants from the same company to contribute, edit, and collaborate in real time, while maintaining version control and a clear record of changes. Access should also be available to the relevant Enterprise Ireland Client Advisor, and Enterprise Ireland Programme Manager to support visibility, progress monitoring, and ongoing collaboration throughout the programme.
8. **Inclusion of sample relevant case studies and online supporting tools** outlining how other companies have succeeded in this area.

9. **Design review and programme preparation meeting.** Meet with key stakeholders including Enterprise Ireland Programme Manager to finalise the programme process map, workshop content, online material and support, and delivery logistics.
10. **Programme briefing, presentation and positioning** for key Enterprise Ireland stakeholders. It is expected that the successful tenderer presents an overview of the programme approach, outcomes and purpose to stakeholders such as Client Advisors, Client Solutions colleagues and Regional Development Executives. This is expected to occur 2 times per year.
11. **CEO Webinar.** Tenderers will be required to design and develop a CEO-focused webinars to promote the importance of strategic leadership, growth ambition, strategic thinking, and capability development within Enterprise Ireland clients. A broad recruitment approach will be adopted for the webinars to maximise client reach and engagement. The sessions will act as both standalone learning opportunities, providing real value for clients attending and promotion of the programme. Additional content should be made available to Enterprise Ireland clients following the webinar, which provides more expertise, tools and support through the Grow360 programme, allowing the webinar to act and as a recruitment mechanism. Content should be targeted specifically at CEOs, founders, managing directors, and other senior decision-makers, and align with the overall aims and themes of Grow360. All webinars must be recorded and made available to Enterprise Ireland for distribution to clients who are unable to attend. A participant feedback process should be incorporated to support continuous improvement, identify emerging client needs and topics of interest, and capture expressions of interest for future Grow360 participation. It is anticipated that a minimum of 2 webinars will be run per year.
12. **Scheduling of programme dates.** Working with Enterprise Ireland Programme Manager, Client Advisors and Regional Development Executives to schedule programme and workshop dates for the calendar year and communicate those dates to key stakeholders.
13. **Development of relevant messaging** to support marketing and recruitment of the workshop to Enterprise Ireland clients.

Note: Items 1 – 9 need to be completed before the training programme commences and approved by Enterprise Ireland. Items 10 – 13 will continue throughout the programme.

DELIVERY

Note: evaluated under criterion D

1. **Delivery of the pre-programme diagnostic.** Tenderers should specify how they will deliver this diagnostic in their response. The diagnostic should be easily completed and scored, and the findings and feedback should be shared with relevant stakeholders.
2. **Delivery of CEO Webinar.** Tenderers will be required to outline their approach to delivering a CEO-focused webinars in line with the elements set out in the Design and Development section above, including opportunities for participant reflection, interaction, and peer engagement.
3. **Delivery of the workshops** in Dublin and regional locations. Tenderers will be responsible for arranging venue hire, catering and printing, where required and should detailed their approach to delivering this requirement. The suitability of all proposed venues must be approved by the Enterprise Ireland Programme Manager before any commitment is made. Enterprise Ireland will reimburse approved costs, provided that prior approval has been obtained before the costs are incurred. For any sessions delivered online or through other non-in-person formats, tenderers should clearly outline the digital tools and platforms to be used and explain how these will support an effective and engaging participant experience.
4. **One-to-One Consultancy Support.** Tenderers are required to demonstrate how they will incorporate multiple one-to-one consultancy touchpoints throughout the programme, lasting typically 30 minutes and not exceeding one hour in duration. These sessions should provide participants with an opportunity to discuss progress, seek guidance, test and refine their thinking, and receive constructive challenge from the successful tenderer. The sessions should also be used to maintain momentum, support development of the programme output, and identify any barriers to progress. At least one one-to-one session should take place during the final output development period to support participants in preparing for their final presentation and ensuring they are confident in the quality and content of their output. Tenderers should clearly specify a simple and user-friendly approach for scheduling these meetings, with sufficient flexibility to accommodate the schedules of participants. Any digital tools intended to support this process should also be clearly identified.

5. **Flexible Output Development Period.** Following completion of the core programme workshops and one-to-one sessions, the tenderer should allow participants a flexible period to develop, refine, and finalise their programme output. This period should recognise that participating companies will vary significantly in terms of business maturity, strategic readiness, leadership team capacity, and current business priorities. Tenderers should recommend an appropriate approach to supporting participants during this phase, ensuring sufficient flexibility for companies to undertake internal discussions, gather relevant inputs, and develop a high-quality output, while maintaining momentum and accountability towards programme completion.
6. **Proposal for the Delivery of a Final Presentation Session.** This session will provide the opportunity for each client to individually showcase the output they created throughout the programme, surface any specific areas of discussion and seek advice on implementation and delivery. The session should include participation from the company's Enterprise Ireland Client Advisor and should support a smooth transition from programme completion to any appropriate follow-on Enterprise Ireland supports. Tenderers should propose how these one-hour sessions be best utilised to effect implementation of learning.
7. **Communication of progress, challenges and recommendations** to the participant's Client Advisor. Tenderers should propose how they will ensure close communication with the Client Advisors and provide an easy to interpret 1-page report on client progress. Ensuring the client's Client Advisor has an opportunity to attend the final presentation session. It is expected that time is allocated post final presentation for a brief discussion with Client Advisors (where requested) to inform future supports and plans for encouraging implementation.
8. **Continually Reflect and Improve.** Tenderers should detail how they will redesign content and other supporting workshop elements as workshops evolve or new/additional strategic topics emerge, in consultation with Enterprise Ireland stakeholders.
9. **In programme communication**. The delivery partner will act as the primary point of contact for participants and will be responsible for managing programme logistics, including the timely communication of dates, materials, and all relevant programme information. Tenderers should propose how this activity will be delivered.

EVALUATION

Note: evaluated under criterion D

The successful tenderer will, in collaboration with Enterprise Ireland, be responsible for evaluating the effectiveness of the workshop to meet the objectives set out in paragraphs 5.1 above.

Evaluation will include:

1. **Benchmark/diagnostic**. A pre- and post- workshop strategy benchmark assessment.
2. **A log of attendance and feedback questionnaire** completed by participants to ascertain reaction (Kirkpatrick level 1) to learning results of which should be fed back to Enterprise Ireland one-week post-completion of each workshop. This questionnaire should assess both the delivery quality and experience, as well as the strategic importance of the content.
3. **Participant Progress Tracking.** Maintain a progress log for each participating company, documenting key discussions, progress, challenges, and actions arising throughout the programme. Insights from these logs should be shared with relevant Client Advisors and consolidated into a cohort-level summary report for Enterprise Ireland, highlighting participant progress, common themes, barriers to growth, and recommendations for follow-on support and programme enhancement.
4. **A written assessment** (upon completion of the final presentation session), as mentioned in Delivery point 6, measuring the extent to which each company has implemented the key tools, processes and learning within their business. This assessment should include any additional information the successful tenderer believes would be important to how Enterprise Ireland can best support the client.
5. **An online survey** administered by the successful tenderer and taken by the clients (6-12 months post programme) measuring business impact as a result of the training. The online survey should also provide an **update on the baseline information obtained via the pre-workshop benchmark**.
6. **Continuous improvement.** Review programme performance after each intake using participant feedback, diagnostic results and stakeholder input. Recommendations for

improvements to programme content, delivery and supports will be agreed with Enterprise Ireland, implemented where appropriate, and reported on in subsequent cohorts.

It is expected that the successful tenderer will deliver at least one programme every 2 months with the first programme commencing in Q1 2027.

5.2.3 Role of the Successful Tenderer

The successful tenderer will be responsible for the delivery of a minimum of 6 programme intakes over the course of a 12-month period, to a target group of Enterprise Ireland client companies in each intake. Tenderers are required to demonstrate how they will deliver the role of the Successful Tenderer within Criterion D.

Enterprise Ireland will provide the contact details for each of the client companies that are due to take part in each programme. All arrangements and communications will be the responsibility of the successful tenderer once notified by Enterprise Ireland. Should a client company not be available or withdraw from the programme, the successful tenderer must notify Enterprise Ireland as soon as possible.

In conjunction with Enterprise Ireland, the successful tenderer will apply a pedagogic approach to learning and provide detailed learning specifications and agendas for the workshops.

The successful tenderer will be responsible for the production of all course materials. Where Enterprise Ireland agrees to arrange printing through its print department, the successful tenderer must supply final content to the Enterprise Ireland Programme Coordinator at least one week before the workshop date. Where that deadline is not met, the successful tenderer will be responsible for arranging printing. Any reimbursement will be subject to the prior-approval requirements set out in Section 5.2.2.

In addition to delivering the programme, the successful tenderer will be responsible for ensuring ongoing alignment with Enterprise Ireland's 360 framework and for maintaining effective communication with Client Advisors regarding company progress, final outputs, and recommended follow-on supports.

Follow-up individual review meetings may also take place at Enterprise Ireland, East Point, online or at suitable locations to both parties. The successful tenderer will be responsible for organising

all follow-up meetings and for reporting progress to relevant EI Client Advisory staff by way of the reports and meetings outlined above in 5.2.2.

The successful tenderer will work closely with the LT&S Programme Manager, the Client Advisors, Regional Development Executives and Clients for a seamless delivery of the programme.

5.3 Quality and expertise of Resources

At a minimum, tenderers must demonstrate access to personnel covering the role requirements and minimum allocations stated below. An individual may fulfil more than one specified role where the tenderer demonstrates that the proposed allocation, availability and separation of responsibilities are credible. Notwithstanding any permitted role overlap, the proposed team must comprise at least four individual resources overall.

Skillset	Minimum Number Required	Number of Full Time Equivalents (FTE)	Number of FTEs provided by 3rd Parties (if required)
Contract Manager	1		
Programme Co-ordinator & Administrator	1		
Subject Matter Expert & Advisor/Executive Coach	2		
Instructional Designer/Learning & Evaluation Specialist	1		
Total	**5**		

Tenderers are expected to nominate dedicated named personnel for the required roles, with clearly defined responsibilities and relevant experience in delivering comparable leadership, strategic capability and business growth programmes.

Tenderers will be required to demonstrate the capability, expertise, and capacity necessary to design, deliver, and continuously improve Grow360 over the duration of the contract.

It is envisaged that the successful tenderer should demonstrate:

- Proven expertise in strategic planning, business growth, organisational development, and SME scaling.
- Significant experience working with Irish SMEs, particularly growth-focused and internationally ambitious companies.
- A strong track record of designing and delivering high-impact leadership, capability development, and business growth programmes.
- Experience supporting companies to develop and implement practical growth plans.
- Strong facilitation and consultancy capability, with credibility when engaging and challenging senior leadership teams.
- The ability to design and deliver blended learning interventions incorporating workshops, one-to-one support, and online learning.
- The capacity to deliver the programme nationally, including six cohorts annually supporting approximately 120 client companies.
- The capacity to ensure all workshops are sufficiently resourced and have appropriate facilitator-to-company ratio.
- A practical, outcomes-focused approach that can be tailored to companies at different stages of growth.
- Strong evaluation and continuous improvement capability, including the ability to measure programme impact and respond to participant feedback.
- The ability to work collaboratively with Enterprise Ireland to ensure a high-quality participant experience and successful programme outcomes.

Tenderers should clearly outline their relevant experience, proposed delivery team, methodologies, and approach to programme delivery and continuous improvement.

5.4 Contract Management

5.4.1 Contract Manager

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

The duties of the contract manager and/or their deputy will include the following:

- Be responsible for contract management.
- Build and maintain a good working relationship with Enterprise Ireland.
- Be responsible for the satisfactory delivery of the solutions and services set down in this ITT.
- Be responsible for day-to-day liaison with Enterprise Ireland.
- Act as the main point of contact for the duration of the framework.
- Have the authority to deal with all matters in relation to the framework
- Be available to Enterprise Ireland between the hours of 9.00 -17.00 Monday to Friday or the nominated deputy account manager if they are unavailable
- Provide regular status reports as agreed with Enterprise Ireland setting out the status of all ongoing contracts.
- Provide regular management and performance reports as agreed with Enterprise Ireland.
- Meet as and when required to undertake reviews of the operation of the framework, the relationship and their participation on it as a framework member.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Proactively discuss with Enterprise Ireland ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

Tenderers must also appoint a deputy account manager who will have the skills, expertise and experience to carry out the above duties in the absence of the dedicated account manager.

5.4.2 Service Level Agreement

The successful tenderer will be required to enter into a Service Level Agreement (SLA) with Enterprise Ireland. The final content of the SLA will be agreed with the successful tenderer within three months of the establishment of the framework agreement.

Tender Response Requirements:

Tenderers must provide a proposed draft Service Level Agreement for Enterprise Ireland describing in detail how they will provide high-quality programme delivery and co-ordination services. The proposed SLA should address the execution, performance, monitoring and delivery of the Services.

At a minimum, the proposed SLA should address the following aspects of service delivery:

- Management reports - final structure and content to be agreed between successful tenderer and Enterprise Ireland.
- Key Performance Indicators (KPIs), including the KPIs to be measured and reported on and the content, nature and frequency of reporting. These will be agreed between the parties before the SLA is finalised.
- Contract Management – overall management of contract.
- Service Credits for non-performance of agreed service levels.
- Communication Plan and Escalation Procedures.
- Formal Complaints Procedure.
- Provide an overview of an Exit Management Plan for activities and information transfer.
- Involved for execution at the conclusion of this framework. The Exit Management Plan
- might include a list of tasks and timelines for execution including appropriate solutions
- for the ready access, supply and transfer of relevant data, information, and collateral, if
- any, to Enterprise Ireland on the conclusion of the framework.

The draft SLA provided should also:

- provide a sample of proposed quarterly or regular management reports to Enterprise Ireland;

- set out your methodology for communicating with other relevant stakeholders within Enterprise Ireland including the Programme Manager and Client Advisors;
- include your approach to urgent queries (see minimum response times required in the table at section 5.4.3 below).

Tenderers will be scored on the level of confidence their proposals give Enterprise Ireland that a high-quality service will be delivered (whilst at a minimum meeting the minimum response times outlined in section 5.4.3 below). The more confidence Enterprise Ireland has that the proposals will deliver a high-quality service, the higher the tender is likely to score.

NOTE: Tenderers will note that all account management activities set out above will be non-billable (i.e., Enterprise Ireland will not pay separately for account management activities). Enterprise Ireland will nominate authorised staff to liaise with the successful Framework Member and delegate as required.

The successful tenderer's proposed SLA, including all commitments relied upon in the evaluation, will form the basis of the final SLA. Finalisation may include clarification and administrative refinement but must not materially reduce the commitments contained in the successful tender.

5.4.3 Minimum response times

Enterprise Ireland requires a flexible and responsive service from the successful tenderer. In general, the following minimum response times are expected:

Task	Minimum Response Time
Acknowledge e-mail/phone call	Same working day if received before noon, and on the morning of the next working day if received in the afternoon.
Respond to straightforward queries	1 - 2 working days
Respond to urgent queries	Within 24 hours
Facilitate meeting request	2 working days
Respond to complex queries	5 - 7 working days

In relation to meetings, tenderers should note that meetings will be held either virtually or in person. In the event that meetings are held in person they will be held at Enterprise Ireland's premises (to be advised to the Framework Member in advance).

5.4.4 Invoicing

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

No expenses in respect of travel time and mileage will be payable.

5.5 Delivery Locations

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

5.6 Volumes

It is anticipated that six programme intakes will be required each year, subject to client demand. Each intake will accommodate a maximum of 20 participating companies. Up to three representatives from each participating company may attend as part of the standard programme arrangement. Participating companies may request up to two additional places for team members at the additional price stated in the Pricing Schedule.

It is estimated that more than 2,300 Enterprise Ireland client companies may be suitable for, and benefit from, an intervention such as Grow360.

Tenderers should have the resources and capacity to run several programmes in various locations in quick succession if necessary. Subject to demand, tenderers should also have capacity to run further intakes if required.

5.7 Sustainability

As part of Enterprise Ireland's strategic agenda, sustainability planning and wider Environmental, Social and Governance (ESG) considerations (incl. social impact strategy) is supported. For the purpose of business obligations (e.g. regulatory requirements), competitive advantages (e.g. meeting/exceeding customer and consumer and other stakeholder expectations) and corporate

responsibility (e.g. minimising the environmental impact of business activities, maximising social impact within and beyond the business and ensuring good governance and longevity), it is important to Enterprise Ireland that it considers the sustainability of its own business activities and wider ESG standards.

Tenderers, in their response, should provide information on the proposed ESG initiatives for the provision of this service, as follows:

- Description of the measures and steps that tenderers will implement for the term of the Framework Agreement which will promote environmental sustainability and reduce any harmful impact on the environment associated with delivering the Services.
- Description of initiatives which support the circular economy that tenderers will carry out for the term of the Framework Agreement. These must be specific to the Services.
- Description of the measures and steps that tenderers will implement for the term of the Framework Agreement which will promote social impact/inclusion associated with delivering the Services.

Tenderers should clearly outline how these initiatives will be monitored and measured in terms of their impact. Any relevant organisational policies/standards should also be referenced, including details of the content and guidance that will be provided to participants regarding sustainability and wider ESG.

Tenders will be scored under Award Criterion: Proposals on the incorporation of Environmentally Sustainable and/or Social Considerations into the delivery of the Services on the relevance of the proposed ESG initiatives to the Services and on the level of confidence their proposals give Enterprise Ireland that these ESG initiatives will be successfully implemented during the Project.

5.8 Pricing

Tenderers must provide a fixed programme fee for one programme intake and a variable price per participating team in accordance with the Pricing Schedule. For the purpose of evaluating Award Criterion A, Enterprise Ireland will calculate the evaluated cost using the quantities and assumptions stated in the Pricing Schedule. Those notional quantities are used solely to ensure a fair and consistent comparison of tenders and do not constitute a commitment or guarantee regarding the number of participating teams or programme intakes.

The amount payable under each Call-Off Contract will be calculated in accordance with the pricing mechanism set out in the Pricing Schedule and will reflect the actual number of participating teams, subject to any fixed programme costs expressly identified and agreed. Tenderers must clearly distinguish between fixed programme costs and variable per-team costs. Except for approved venue, catering and printing costs expressly identified as reimbursable under Section 5.2.2, all prices must include every cost necessary to deliver the Services, including travel, accommodation, subsistence and other operational expenses. No other costs will be reimbursed separately by Enterprise Ireland.

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

5.9 Award to Runner Up

If the designated successful tenderer cannot enter into the Framework Agreement or Initial Call-off Contract, Enterprise Ireland may invite the next highest-scoring tenderer to do so on the terms advertised, provided that the tender remains valid and all verification and approval requirements are satisfied.

If the Framework Member cannot deliver the required Services under a Call-off Contract, Enterprise Ireland may exercise its rights and remedies under the Framework Agreement and the relevant Call-off Contract, including termination where applicable, and may procure the requirement outside the Framework Agreement in accordance with applicable procurement rules.

5.10 Data Protection

Where the service being tendered for includes processing Personal Data as part of the service delivery, tenderers are required to enter into a Data Processing Agreement with Enterprise Ireland (Appendix 2). The Data Processing Agreement (DPA) includes Appendix 2 Data Processing Annex that Enterprise Ireland requires successful tenderers to implement to ensure processing will be compliant with Data Protection Laws and ensure the protection of the rights of the data subject.

The Data Processing Agreement is contained in Appendix 2. Tenderers should familiarise themselves with the entire agreement and its obligations. **In particular attention is drawn to Technical and organisational measures/Annex I Data Processing Annex a copy of which**

is in the TRD, Section 5, and must be completed and returned as part of the tender response.

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 tenderer's 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 €350,000 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
Public Liability	€6.5 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

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 submit by completing the TRD 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 programmes of a similar nature and scale to the specific requirements set out below. 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. Reference contracts must demonstrate the following [1]: (i) Demonstrate understanding of SME growth & strategic leadership (ii) Demonstrate ability to deliver a relevant structured intervention at executive leadership level (iii) Demonstrate ability to diagnose and coach companies on strategic gaps, growth opportunities and challenges. Tenderers must use the table format in the TRD for their answers and must respond to each element of the table.

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

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

Tenderers will note that they are to provide contact details for referees for each reference project. Enterprise Ireland has the right to contact the referees to verify the information being provided, without further reference to the tenderer. It is the responsibility of Tenderers to satisfy themselves that the nominated contact person is in a position to provide a reference if contacted by Enterprise Ireland. Tenderers should note that Enterprise Ireland may at its discretion contact all referees or referees for the successful tenderers only.

Enterprise Ireland may require supporting documentation to verify the details provided by the tenderer and tenderers must provide such supporting information without delay when requested by Enterprise Ireland. However, where the tenderer is unable, for a valid reason, to provide the requested documentation, the tenderer must inform Enterprise Ireland of the reason as to why the documentation cannot be supplied and, if Enterprise Ireland considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of Enterprise Ireland, that they have the required capacity to deliver the services.

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.
Quality Assurance Management System
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether externally certified. Please complete the TRD.

Health & Safety Management System
Tenderers must provide information which demonstrates operation of Health & Safety systems and procedures in line with all relevant Safety, Health & Welfare at Work legislation. Please complete the TRD.
Environmental Management System
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether externally certified or in-house. Please complete the TRD.

6.2 Award Criteria

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

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

	Criteria	Weighting	Maximum Score	Minimum Score Required
A	**Cost for evaluation purposes**	**25%**	**2,500**	**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 5 below.*				
B	**Quality of Proposed Team**	**30%**	**3,000**	**1,800**
Tenderers must demonstrate the quality, relevance and depth of experience and expertise of the team proposed to deliver the Services, including the suitability of individual resources, clarity of roles and responsibilities, collective coverage of the required areas of expertise, capacity and availability, access to specialist and international networks, team integration and continuity arrangements. Tenderers are referred to Section 5.3 of the ITT and must complete the relevant sections of the TRD. Meeting the minimum personnel requirements is a pass/fail Selection Criterion and does not, in itself, attract marks under this criterion.				
C	**Contract Management Proposals**	**10%**	**1,000**	**600**

Tenderers must demonstrate how they will effectively manage the Framework Agreement and Initial Call-Off Contract, including governance arrangements, the roles and availability of the Contract Manager and Deputy Contract Manager, communication and reporting, KPI and service-level monitoring, quality assurance, risk and issue management, escalation and complaints procedures, service improvement, continuity and exit management. Tenderers are referred to Section 5.4 of the ITT and must complete the relevant sections of the TRD. Marks will be awarded based on the clarity, relevance, practicality and robustness of the proposals and the level of confidence that they provide in the effective management of the contract.

D	**Proposed Methodology**	**30%**	**3,000**	**1,800**

Tenderers must provide a clear, detailed methodology and implementation plan for designing, delivering and evaluating Grow360. The response must cover the pre- and post-programme diagnostic; process to designing the curriculum, workshops, tools, templates, collaborative workspace; webinars, final presentations, participant communications, and alignment with Enterprise Ireland's 360 framework. It must explain stakeholder engagement, progress tracking and reporting, quality assurance, data security, risk management, participant feedback, impact evaluation and continuous improvement.

The implementation plan must identify activities, deliverables, milestones, responsibilities, dependencies and indicative timelines for mobilisation. It must demonstrate readiness to deliver at least six intakes annually, including stakeholder briefings, CEO webinars, recruitment, programme sessions, final outputs, with the first programme commencing in Q1 2027. Tenderers must address Section 5.2 and complete the relevant TRD section. Marks will reflect clarity, relevance, practicality, robustness and confidence in achieving programme objectives and outcomes.

E	**Sustainability**	**5%**	**500**	**300**

Tenderers must clearly describe in their TRD:

Tenderers must describe the measures and initiatives they will implement in delivering the Services to promote environmental sustainability, support the circular economy and deliver positive social impact and inclusion. The proposed initiatives must be specific and relevant to the Services. Tenderers must explain how the initiatives will be implemented, monitored and measured, and should reference any relevant organisational policies or standards. Tenderers must also detail the sustainability and wider ESG content and guidance that will be provided to programme participants. Tenderers are referred to Section 5.7 of the ITT and must complete the relevant section of the TRD. Marks will be awarded based on the relevance, specificity, practicality and measurable impact of the proposed initiatives and the level of confidence that they will be successfully implemented.

NOTE 1: QUALITATIVE SCORING MATRIX

The evaluation team may award any score within the available scoring range. The descriptions are intended as guidance to assist the evaluation team in determining the most appropriate score. Where a response demonstrates characteristics that fall between descriptors, evaluators may award an intermediate score that reflects the overall quality of the response.

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

%	Rating	Description
100%	**Outstanding**	An outstanding response demonstrating an exceptional understanding of the requirement. The response is comprehensive, highly convincing and supported by excellent evidence, examples and methodology. It offers full assurance to Enterprise Ireland that the tenderer will deliver to an exceptional standard, with no reservations.
90% - 99%	**Excellent**	An excellent response demonstrating a comprehensive understanding and offering high-level assurance to

		Enterprise Ireland that the tenderer will deliver to an excellent standard, with only minor reservations.
80% - 89%	**Very Good**	A very good response demonstrating a thorough understanding and offering assurance to Enterprise Ireland that the tenderer will deliver to a very high standard, with few reservations.
70% - 79%	**Good**	A good response demonstrating a good understanding and offering assurance to Enterprise Ireland that the tenderer will deliver to a high standard but does not provide sufficiently convincing assurance to award a higher mark.
60% - 69%	**Acceptable**	An acceptable response demonstrating a satisfactory understanding and offering assurance to Enterprise Ireland that the tenderer will deliver to an acceptable standard.
Responses scoring below 60% will be deemed Unacceptable and will not be considered further in the evaluation process.		

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

NOTE 2: MINIMUM QUALITATIVE THRESHOLDS

Tenderers must achieve a minimum score of 60% of the marks available for each qualitative Award Criterion to which a minimum threshold applies, as identified in the Award Criteria table.

Where a minimum threshold applies, it shall be assessed independently of the tender's overall score.

Any tender receiving less than 60% in a criterion where a minimum threshold applies will be eliminated from the competition irrespective of the total score achieved across all criteria.

Enterprise Ireland reserves the right not to evaluate remaining Award Criteria where a tender has already failed to achieve a mandatory minimum threshold.

NOTE 3: PAGE AND WORD LIMITS

Where a page limit or word limit has been specified for an Award Criterion or response requirement, Tenderers must comply with that limit.

Enterprise Ireland will only read and evaluate the submission up to the applicable page or word limit. Any information included beyond the stated page or word limit will not be evaluated and will not be taken into account when scoring the tender.

Unless expressly stated otherwise, appendices, annexes, screenshots, images, charts, diagrams and other supporting materials will be included when calculating compliance with any specified page limit.

NOTE 4: HYPERLINKS AND EXTERNAL CONTENT

Tenderers are not permitted to submit general marketing material as part of their tender or to attach documents unless specifically requested in this Invitation to tender.

Tender responses must not rely on hyperlinks, websites, portals, cloud repositories or other external sources unless Enterprise Ireland expressly requests or permits a link for a specified item. Where Enterprise Ireland expressly permits a link, the linked material must

be accessible without registration or payment and will be evaluated only to the extent stated in the relevant response requirement.

Any material submitted beyond any applicable page or word limit, including material accessed through hyperlinks, will not be evaluated.

NOTE 5: COST EVALUATION

Marks for Award Criterion A will be calculated using the total evaluated cost derived from the completed Pricing Schedule. The evaluated cost will include all cost components identified for evaluation in that schedule over the stated evaluation period and using any quantities or assumptions stated in the Pricing Schedule. The lowest evaluated cost submitted by a compliant tender not previously eliminated will receive the maximum 2,500 marks.

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

Cost score = Lowest Evaluated Tender Cost ÷ Tenderer's Evaluated Tender Cost × 2,500.

NOTE 6: TENDER RESPONSES

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the Award Criteria as stated above. Enterprise Ireland will evaluate only the information submitted in the tender response and any clarifications sought during the evaluation process.

Tenderers should not assume that Enterprise Ireland has prior knowledge of their organisation, experience, methodologies, solutions or capabilities. All information necessary for evaluation must therefore be clearly set out within the tender.

7 INSTRUCTIONS TO TENDERERS

7.1 Submission of Tenders

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

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

Below we provide an overview of the key steps. Please note that Enterprise Ireland takes 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

7.1.1 Accessing documents

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

(a) Log-in to the system

(b) Locate the competition using the Advanced Search by Enterprise Ireland or Resource ID

(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace

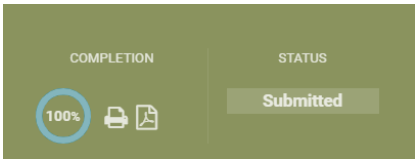
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

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

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

7.1.2 Submitting your Response

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



If you do not receive confirmation that your response has been submitted successfully, your Tender has not been submitted.

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

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

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

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

7.2 Query Process for Framework and Contract Terms and Conditions

Please refer to the Framework Agreement (Appendix 1). It is intended that these terms and conditions will be finalised (with minor amendments, if necessary) during this Query process and responses to such queries will be broadcast on eTenders to all tendering parties. To this end, tenderers should use the query process set out at (b) above to highlight any clauses that they may wish to discuss. Any proposed amendment should be described in clear detail. It will be at

Enterprise Ireland's sole discretion to modify the Framework and Contract Terms and Conditions. Enterprise Ireland will not be in a position to subsequently discuss any proposed amendments during the tender assessment process and at framework / contract award stage.

7.3 Sufficiency & Accuracy of Tender

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

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found to contain 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.

7.4 Tender Documents - Ambiguity, Discrepancy, Error, Omission

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

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

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

7.5 Qualification of Tenders and Referential Bids

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

7.6 Extension of Tender Period

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

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

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

7.8 European Single Procurement Document (ESPD)

We will accept an ESPD if tenderers wish to submit for this competition PROVIDED THAT they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in 6.1

7.9 Form of Tender

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

7.10 Cost of Preparation of Tender

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

7.11 Tender Validity Period

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

7.12 Currency and Prompt Payments

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

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

Enterprise Ireland adheres to prompt payment legislation and other administrative requirements. In support of this, Enterprise Ireland has signed up to the Prompt Payment Code (PPC). As a signatory of the PPC, 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.

7.13 Confidentiality

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

7.14 Conflict of Interest

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

7.15 Freedom of Information Acts

Tenderers are asked to consider if any of the information supplied by them in response to this Invitation to Tender (ITT) should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. Enterprise Ireland cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to 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.

7.16 Data Protection Legislation

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

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

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.

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

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

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

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

Where the storage or processing of Enterprise Ireland's data is intended to be carried out in the United Kingdom, appropriate transfer safeguards will be required in accordance with applicable Data Protection Laws. Tenderers must confirm that they are willing to engage with Enterprise Ireland to put the required measures in place where applicable.

7.18 Service Audit

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

7.19 Tax Clearance Certificate

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

Prior to the award of any contract arising out of this competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate

online verification of their tax status by Enterprise Ireland or to provide a copy of their Tax Clearance Certificate (where applicable).

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

7.20 Withholding Tax

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

7.21 Irish Legislation and Law

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

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

7.22 Clarification of Tenders

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

7.23 Correction of Errors

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

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

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

7.24 Change in the Composition of a Tender

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

7.25 Interference and Inducement to Purchase

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

7.26 Notification of Tender Evaluations

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

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

In the case of EU value contracts, the following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderer and that of successful tender; features and characteristics of winning tender where they scored higher

marks in specific criteria. Enterprise Ireland will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

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

7.27 Policy on Personal Debriefings

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

7.28 Award to Runner-up

If, for any reason, it is not possible to award the Framework Agreement or the Initial Call-Off Contract to the designated successful Tenderer, Enterprise Ireland reserves the right, during the Tender Validity Period, to invite the next highest-scoring Tenderer to enter into the Framework Agreement and Initial Call-Off Contract on the terms advertised, provided that the Tender remains valid and all verification and approval requirements are satisfied. This is without prejudice to Enterprise Ireland's right to cancel the competitive process and/or commence a new procurement procedure.

7.29 Right to Award to More than One Supplier

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

7.30 Replacement Personnel

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

7.31 Copyright

Enterprise Ireland will own the copyright in materials developed specifically for Enterprise Ireland under the Framework Agreement. Ownership of pre-existing or independently developed content will remain with the relevant rights holder, subject to the licences and usage rights agreed under the Framework Agreement. Any licence granted to the successful tenderer to use Enterprise Ireland-owned materials must be expressly agreed in writing and limited to the purposes and conditions approved by Enterprise Ireland.

7.32 Brand Names, etc.

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

APPENDIX 1 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

Note to Tenderers: Please see pdf documents as follows:

Appendix 1 – Framework Agreement' is issued as a separate document, Single-Party framework Terms and Conditions, and forms part of the Tender Documents

APPENDIX 2 – DATA PROCESSING AGREEMENT

ENTERPRISE IRELAND LIMITED

and

[INSERT SUPPLIER NAME]

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT is made on **[insert date]**

BETWEEN:

(1) **ENTERPRISE IRELAND** with Principal Office at The Plaza, Eastpoint Business Park, Dublin 3 (**EI**); and

(2) [·] (**the Supplier**).

(each a **Party** and together the **Parties**).

BACKGROUND:

(A) The Supplier is [insert description of the Supplier's business activities].

(B) [The Supplier is providing the Services to EI [pursuant to an agreement for [insert type of services e.g. payroll] dated [insert date of agreement] (the **Services Agreement**) [2]].

(C) In the course of providing the Services to EI pursuant to [this Agreement/ the Services Agreement], the Supplier will process Personal Data on behalf of EI. The Supplier agrees to comply with the following provisions with respect to any Personal Data processed on behalf of EI.

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions will have the following meanings unless expressly stated to the contrary:

1.2 **Commencement Date** means [·];

Confidential Information means any information, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing party, and any other information clearly

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[2] **Note:** this agreement can be used as a standalone processing agreement (to be included as an appendix to a services agreement). Alternatively, the clauses at sections 2 and 3 can be extracted and included directly in the contract for services with the supplier/data processor. We can assist with this as and when required.

designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential, or other matters connected with the Services;

Controller Data means all Personal Data and Confidential Information that may be supplied to the Processor by or on behalf of the Controller pursuant to [this Agreement/ the Services Agreement] or produced or obtained by the Processor wholly or partly at the Controller's expense;

Data Controller, **Data Processor**, **Data Subject**, **Personal Data**, **Processing** and **Prior Consultation** shall have the meanings ascribed to them under Data Protection Law;

Data Processing Annex means Annex 1 to this Agreement; ;

Data Protection Law means (i) Data Protection Acts 1988 to 2018 in Ireland (as amended or replaced); (ii) to the extent applicable, the data protection and information privacy laws of another jurisdiction;(iii) the General Data Protection Regulation (EU) 2016/679 (**GDPR**); (iv) any subsequent re-enactment, replacement or amendment of such laws; and (v) any guidance issued by the Irish Data Protection Commission (or replacement Irish supervisory authority);

Data Security Breach means any known potential or actual breach of the Data Controller's minimum information security requirements, or any obligations or duties owed by the Data Processor to the Data Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data;

Group means of a party means in relation to a party, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party, 'holding company' and 'subsidiary' having the meanings given to them in sections 7 and 8 of the Companies Act 2014 (Ireland);

Losses means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by the Controller;

Personnel means (i) the officers, employees, agents and contractors (including Subcontractors) of a Party and the members of its Group; and (ii) the officers, employees, contractors and agents of the contractors (including Subcontractors) of that Party and the members of its Group;

Regulator means any regulator or regulatory body (including the Office of the Data Protection Commissioner and its successor) to which the Data Controller is subject from time to time or whose consent, approval or authority is required so that the Data Controller

can lawfully carry on its business; and

Services mean the services to be delivered by or on behalf of the Data Processor under [this Agreement/ the Services Agreement].

2 DATA CONTROLLER AND DATA PROCESSOR

2.1 In order to provide the Services to EI, the Supplier will require certain Personal Data to be made available to it by EI.

2.2 The Parties acknowledge that for the purposes of Data Protection Law, EI is a Data Controller (the Controller) under [this Agreement/ the Services Agreement].

2.3 The Supplier is a Data Processor (the Processor) in respect of the Personal Data processed under [this Agreement/ the Services Agreement] on behalf of the Controller. All right, title and interest in the Personal Data shall vest solely in the Controller and the Processor shall not acquire any rights in the Personal Data, except as may be set out in this Agreement [or the Services Agreement].

2.4 The rights and obligations of each party in connection with data processing activities are set out in clause 3 below.

3 DATA PROTECTION OBLIGATIONS

Obligations of the Controller

3.1 The Controller shall provide the Personal Data to the Processor together with such other information as the Processor may reasonably require in order for the Processor to provide the Services to the Controller.

Obligations of the Processor

3.2 **Instructions:** The Processor shall only, and shall procure that its Personnel only, Process the Personal Data to the extent necessary to perform its obligations in accordance with this Agreement, [the Services Agreement] and any other written instructions of the Controller, including those set out in the Data Processing Annex, unless required to do so by Union or Member State law to which the Processor is subject and in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3.3 **Disclosure to Third Parties:** The Processor shall not disclose the Controller Data to any third party without the prior written approval of the Controller.

3.4 **Data Transfers:** The Processor shall not transfer any of the Personal Data or other information relating to customers of the Controller to a country outside of the European Economic Area without the correct transfer mechanisms and in accordance with any terms the Controller may impose on such transfer.

3.5 **Data Subject Rights:** The Processor agrees to assist the Controller in responding to requests by Data Subjects exercising their rights under Data Protection Law, within such timescales as may be specified by the Controller.

3.6 **Assistance:** The Processor shall assist the Controller within timescales that allow the Controller to comply with its obligations pursuant to:

3.6.1 Article 32 of the GDPR (Security);

3.6.2 Articles 33 and 34 of the GDPR (Data Breach Notification);

3.6.3 Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and

3.6.4 Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Agreement [or the Services Agreement]).

3.7 Breach Notification: The Processor will notify the Controller within twenty-four (24) hours of the Processor becoming aware of a Data Security Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR. The Processor shall not communicate with any Data Subject in respect of a Data Security Breach without the prior written consent of the Controller.

3.8 Restoration: In the event that any of the Controller Data is corrupted or lost or sufficiently degraded as a result of the any negligence or default by the Processor or its Personnel so as to be unusable then, the Controller shall have the option to:

3.9 require the Processor at its own expense to use best endeavours to restore or procure the restoration of the Controller Data and the Processor shall use best endeavours to do so as soon as possible; or

3.10 itself restore or procure the restoration of the Controller Data and require the Processor to reimburse the Controller for any costs incurred in so doing.

3.11 Confidentiality: The Processor will ensure that its Personnel who Process Personal Data under this Agreement [and the Services Agreement] are subject to obligations of confidentiality in relation to such Personal Data.

3.12 Security: The Processor shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including as appropriate:

3.12.1 the pseudonymisation and encryption of Personal Data;

3.12.2 the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Processor's systems used for such Processing, the Personal Data and the Services;

3.12.3 the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and

3.12.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

3.13 The Processor shall notify the Controller of any material changes to the technical and organisational measures used by the Processor throughout the Term.

3.14 Sub-Processing: The Processor agrees that it shall not engage any third party to Process the Controller's Personal Data without the prior written consent of the Controller. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Controller.

3.15 If the Processor engages any third party to Process any of the Controller's Personal Data, the Processor shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement and shall ensure that if any third party engaged by the Processor in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under this Agreement.

3.16 The Processor shall remain fully liable to the Controller for Processing by any third party as if the Processing was being conducted by the Processor and the limitations on liability agreed in clause.

3.17 Demonstrating Compliance: The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by EI or another auditor mandated by EI.

3.18 Infringement: The Processor will immediately inform the Controller if, in its opinion, an instruction given or request made pursuant to this Agreement [or the Services Agreement] infringes Data Protection Law.

3.19 Termination/Expiry: On termination or expiry of [this Agreement/ the Services Agreement] (or at any other time on request by the Controller), the Processor shall return or permanently erase, at the election of EI, all copies of Personal Data received and/or processed by it under [this Agreement/ the Services Agreement] unless European Union or Member State law requires retention of the Personal Data.

3.20 The provisions of this clause shall survive the Term until the Processor has returned or destroyed all Personal Data.

Processor Indemnity

3.21 The Processor agrees to indemnify the Controller against any and all losses, costs, expenses (including legal expenses), damages, liabilities, demands, claims, fines, actions or proceedings which the Controller may suffer or incur arising out of any breach of this Agreement whether or not such losses were foreseeable at the time of the breach which occasioned them.

4 TERM and TERMINATION

4.1 This Agreement shall come into force on the Commencement Date and shall, subject to the terms of clauses 3.17, 3.18 and 3.19, terminate on [insert date/ termination or expiry of the Services Agreement] **(the Term).**

5 GENERAL

5.1 Counterparts: this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

5.2 Governing Law: The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by Irish law. The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Agreement.

5.3 Severability: If any provision of this Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected.

IN WITNESS whereof this Agreement has been duly executed by the parties to it on the date set out at the beginning of this Agreement.

Signed for and on behalf of **Enterprise Ireland**	Signed for and on behalf of the **Supplier**
Signed _____	Signed _____
Duly authorised by **Enterprise Ireland**	Duly authorised by the **Supplier**
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

ANNEX 1 (Technical and organisational measures/DATA PROCESSING ANNEX)

Data Flows and/or Record of Processing

Please complete a data flow diagram(s) showing the flow of personal data involved in the delivery of the service. The diagram should show **data** inputs, outputs, storage points including any 3rd parties who are involved in processing the data for all components of service delivery.

The Supplier may choose to complete a record of processing activities (ROPA) table to describe the data processing activities. Where supplied, The ROPA should include the information outlined in Article 30.

DATA RECORD

Complete the following Data Record

Customer:	**Supplier:**
Customer Contact Name:	**Supplier Contact Name:**
Nature and purpose of the processing carried out by Supplier:	**[Insert a description of the purpose of processing]**
Duration of Processing:	**[Insert agreed requirements around retention and deletion of the Personal Data]**
Description of data subject:	**[Insert description of data subject, ie. Employees, members of the public etc.]**
Personal Data processed as	**Delete data sets which are not applicable and/or add further data sets which are not included in the table.**

part of the Services:	**Identification Data**	**includes name, date of birth, driver's license and passport information.**
	Contact Data	includes email address, phone number, postal address, other communication details (e.g. Skype)
	Communication Data	includes phone calls, email correspondence and hard copy correspondence.
	Marketing Data	includes Contact Data and any preferences in receiving marketing and communication preferences.
	Employee Data	Includes HR records, leave data, personal development information (PD), training records, health information
	Recruitment Data	includes recruitment related data such as Identification Data, Contact Data, Communication Data, CV and job application data. CV data may include employment history, skills/ experience, languages, educational history, qualifications, membership of professional associations, contact details of employer references/character references, licenses held, interests and hobbies, languages, locations, nationality, passport, eligibility to work in certain jurisdictions, salary expectations, interview/screening answers and notes.
	Financial Data	includes payment related information or bank account details and financial data, pension data.
	Web Data	includes Personal Data provided on any forms on our website and, to the extent that it includes Personal Data, information on the type of device used, IP address,

		operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of service use. Includes cookies, beacons or other tracking or profiling technologies.
	Special Category Data	this can include diversity data such as gender, religion, racial or ethnic origin, sexual orientation, trade union membership or data relating to health [include relevant headings as appropriate]

Authorised Sub-Processors and transfers:	**Sub-Processor**	**Services**	**Location & Transfer mechanism (if applicable)**
			Standard Contractual Clauses/ Binding Corporate Rules
			Standard Contractual Clauses/ Binding Corporate Rules
			Standard Contractual Clauses /Binding Corporate Rules
			Standard Contractual Clauses/ Binding Corporate Rules

Supplier TOMs:	**Technical and Organisational Measures (TOMS) Declaration Below**

Processor Due Diligence Questions	
Please provide the contact details of the Data Protection Lead/DPO/Privacy Manager	
Please confirm all Supplier staff who will be involved in the processing of personal data on behalf of Enterprise Ireland regularly receive appropriate Data Protection training.	
Please confirm that the supplier has documented an Information Security policy that details appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm that the supplier has a Data Protection Policy that details appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	
Please confirm the location(s) where the processing will be carried out.	List Locations Country/City
Please confirm the location(s) where processed data will be stored.	List Locations Country/City
Where processing is carried out outside the EEA or data is stored outside the EEA please indicate which transfer mechanisms are in place to safeguard the data.	

Please indicate if you have any relevant certifications e.g ISO27001/ ISO27701/27017/27018 etc, or if you have undergone any other independent audit of your information security controls, such as SOC2 If yes, please include a copy of the certificate or a link to an online version of the certificate as part of this response, clearly showing the scope of the certification and the certification body. Please also include the Statement of Applicability.	
Please confirm agreement that the following Technical and Organisational Measures have been implemented by the supplier in relation to the processing of personal data carried out on behalf of Enterprise Ireland.	

Please confirm agreement by indicating yes or no to the following TOMs – where no, please provide explanation

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Management commitment to Data Protection	Supplier demonstrates commitment to implementing appropriate Technical and Organisational Measures in such a manner that processing of personal data carried out on behalf of Enterprise Ireland meets the requirements of the GDPR and ensures the protection of the privacy rights of data subjects.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	Supplier has documented data protection policies and there is regular management oversight of the implementation of the policies	
Data Protection Roles and Responsibilities	Supplier has defined clear Data Protection roles and responsibilities in the organisation. The key staff members have received appropriate training and have been allocated the necessary resources to carry out their duties.	
Appointment of a Data Protection Officer (DPO)	Supplier has evaluated the requirement to appoint a Data Protection Officer (DPO). • Where appointed the DPO has been registered with the Data Protection Commission (DPC). • Where a DPO is not required a Data Protection Lead has been identified. The DPO/DP Lead has responsibility for monitoring compliance with the GDPR and with the policies of the organisation in relation to the protection and security of personal data.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Data Protection Policy and related policy documents	Supplier documents appropriate data protection measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The data protection policy addresses Supplier' responsibilities to process personal data in an appropriate and lawful manner, in accordance with DP Laws.	
Awareness & Training	All employees and individual contractors of Supplier involved in processing personal data receive regular appropriate Data Protection and Data Security Training.	
Confidentiality Agreement	All Supplier employees involved in the processing of personal data carried out on behalf of Enterprise Ireland on behalf of Supplier are bound by confidentiality agreements. These agreements include appropriate post-termination clauses.	
Termination of Employment	Access to systems processing personal data on behalf of Enterprise Ireland is revoked immediately on termination of employment.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Supplier/Partner Management	Supplier incorporates data protection measures into sub-processor activities by: • Implementing Data Processing Agreements (DPAs) that are compliant with Art 28 of the GDPR. • Where relevant, sub-processors are assessed on an ongoing basis to ensure the establishment of adequate safeguards for processing personal data • Specifically, processors are assessed/selected for security of processing and physical storage (location) of personal data. All sub-processing must be carried out under contract. Sub-processor contracts are assessed to ensure adequate safeguards are in place.	
Transferring personal data outside the European Economic Area (EEA)	Where applicable, Supplier has taken measures to meet GDPR requirements for international data transfer of personal data processed.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Data Security Risk Management	Supplier undertakes an analysis of the risks presented by data processing activities and uses this to ensure the appropriate level of security is put in place.	
Breach Incident Management	Supplier has implemented Breach Management measures including responsibilities and procedures to identify and investigate incidents The supplier policies and procedures include provision for reporting data breach events and security weaknesses that may impact personal data processed on behalf of Enterprise Ireland to Enterprise Ireland without undue delay. Supplier can support incident investigations, in particular through the provision of access to appropriate log data.	
Data Subject Rights Request (DSR) Management	Supplier has documented and implemented DSR measures including a procedure for reporting any DSRs received regarding personal data processed on behalf of Enterprise Ireland and the procedures the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Purpose Limitation	Supplier reviews its processing activities regularly to ensure that the processing remains consistent with the purposes for processing outlined in the supplier contracts with Enterprise Ireland.	
Data Minimisation	Supplier ensures that it only processes data that is necessary to carry out the contracted processing on behalf of Enterprise Ireland.	
Privacy by Design	Supplier evaluates the requirement to carry out Data Protection Impact Assessments whenever it is implementing changes to the software and/or services. Where a Data Protection Impact Assessment is carried out Supplier makes summary findings available – particularly where such finding may be necessary to support client DPIAs.	
Information Security governance	Supplier has established, documented, approved, communicated and applied policies and procedures for an information security governance programme,	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	which is sponsored by the leadership of the organisation. Roles and responsibilities for information security are clearly identified and assigned.	
Asset Management	Supplier can identify all information assets relevant to the services provided to Enterprise Ireland and the functions that rely on them.	
Information security measures	Supplier documents appropriate information security measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. Supplier ensures regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. Supplier has implemented security measures to ensure: • only authorised personnel use their computer system	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	• that regular file and e-mail housekeeping, e.g. backups, deleting obsolete files is undertaken • any breaches of policy are reported to a Company Director / IT Manager /Data Protection Officer • staff take appropriate care of all computer equipment assigned to them, e.g. PCs, laptops, Smartphones, printers. • computer equipment (e.g. laptops) is never left unattended in public places or visible in a car.	
Security & Privacy Policies Governance	Mechanisms exist to review security and privacy policies, standards and procedures at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.	
Acceptable Usage of Information Systems/Assets	Supplier defines an acceptable use policy to ensure uniform and appropriate use of an organisation's network, computer, information assets, and other electronic resources.	
Access Controls	Supplier has documented and implemented access controls to the Web, Application Servers, Databases	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	and other equipment or information assets containing personal data processed on behalf of Enterprise Ireland. Access controls are implemented based on business requirements. Access to systems is granted on the principle of least privilege and ensures appropriate segregation of duties.	
User Access Management	Supplier has documented and implemented access control and Joiners/Movers/Leavers policies that ensure access to personal data processed on behalf of Enterprise Ireland is authenticated using individual usernames and passwords. Only employees and other parties working on behalf supplier that need access to, and use of, personal data in order to perform their work are provided with access to personal data held by supplier. Domain access is controlled on a role basis. User access is regularly reviewed.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Two-Factor Authentication	Access to key applications involved in processing of personal data for Enterprise Ireland and in particular to applications that process personal data of a sensitive nature is protected using multi-factor authentication.	
Role-Based Access controls	Access to systems is determined based on individual role-based access and reviewed on a regular basis for continued business need. Access is granted to employees, partners or suppliers according to their role, only to a minimum level that will allow them to carry out their duties, in accordance with the principle of least privilege.	
Password management	Passwords are stored hashed and salted and are never stored or communicated in plaintext.	
Network Security	Supplier implements network security infrastructure such as Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other security controls that provide continuous monitoring, restrict unauthorized network traffic, detect and limit the impact of attacks	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Electronic Communications Security	Supplier communicates guidelines on the appropriate use of email and other communication platforms with all staff and contractors. This includes: • Proper internet usage • Proper use of email, phone, text and social media communications	
Retention and Deletion of data	Supplier has implemented measures to ensure data is only retained for the periods outlined in the contract and to ensure data is securely deleted on contract termination with a mechanism for securely exfiltrating the data if required. Details of secure data deletion can be provided to Enterprise Ireland on request.	
Mobile Device Security	Supplier ensures that it has appropriate authentication and authorisation procedures in place for any Mobile Devices used to process personal data on behalf of Enterprise Ireland (Laptop/Smartphone/Removable Storage) and that personal data processed on behalf of Enterprise	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	Ireland is encrypted and can only be accessed with logon credentials (username/password). Mobile devices must be managed by the Supplier and must be capable of being remotely wiped in the event of loss or theft. Supplier should not permit staff to process personal data on behalf of Enterprise Ireland on personal devices.	
Removable Devices	Supplier ensures that Enterprise Ireland data is never transferred to removeable media.	
Physical Security	Supplier implements physical entry controls to Supplier premises/office building where personal data processed on behalf of Enterprise Ireland is stored or accessed. Where Personal Data is stored in a private or public Cloud, supplier evaluates that the Physical security measures the Cloud Service Provider or hoster has in place are appropriate to the risks to personal data and in particular special category personal data.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Encryption	Supplier has a documented policy for Cryptography, Encryption and Key Management.	
Encryption In transit	Supplier has implemented measures to ensure that personal data processed is at a minimum encrypted in transit. Deprecated encryption protocols, libraries or ciphers must not be used.	
Encryption at rest	Where applicable, Supplier has implemented measures to ensure that any special categories of personal data processed is always encrypted. • Supplier ensures that all laptops, mobile devices and backup tapes are encrypted in this manner. • Staff who use their own devices to access supplier systems must install authentication software. • Special category data is encrypted within databases. • Deprecated encryption protocols or ciphers must not be used.	
Backups	Supplier has established an appropriate backup process to ensure that it can restore access to personal data in the event of any incidents and to	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	ensure confidentiality, integrity and availability for the personal data that is processed. Regular testing and reviews of our measures are undertaken to ensure they remain effective, and act on the results of those tests where they highlight areas for improvement.	
Business Continuity & Disaster Recovery Policy	Supplier has documented and implemented appropriate Business Continuity & Disaster Recovery measures in relation to the processing of personal data carried out on behalf of Enterprise Ireland. The Business Continuity & Disaster Recovery Plan documents the procedures to be followed to: • handle any unforeseen event that requires disaster recovery • ensure recovery from interruptions is as quick as possible • minimise the impact of interruptions to the systems, to Enterprise Ireland and to the data subjects • support affected Customers in the scenario of a Disaster Recovery situation.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	Business Continuity Plans (BCP) and Disaster Recovery (DR) Plans must ensure the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, including data loss or destruction for example by ransomware	
Remote Access Controls	Remote access into Supplier network must be approved and restricted to authorized personnel. Remote access support sessions such as system upgrades or general investigations must be logged by the provider and the logfiles provided to Enterprise Ireland as a record of the session if required. Individual remote access sessions (e.g. to an individuals laptop) must be supervised by the individual.	
Security Audit	Supplier and sub-suppliers carry out Internal and external Security Audits on a regular basis, or whenever a significant infrastructure change is required.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	Records of all internal and external audits are retained and can be made available to Enterprise Ireland on request.	
Threat and Vulnerability Management	Supplier maintains measures meant to identify, manage, mitigate and/or remediate vulnerabilities within the Supplier and any hosted computing environments. Host and guest operating systems are hardened appropriate to their role. Penetration testing (Internet facing systems) with immediate remediation of identified vulnerabilities. Results of penetration testing to be made available to EI on request.	
Change Management (System Updates)	Supplier maintains policies and procedures designed to manage risks associated with the application of changes to its systems. Prior to implementation, changes to systems, networks and underlying components, will be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, a risk	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	statement addressing impact, expected outcome, rollback plan, and documented approval by authorized personnel.	
Malware controls	Malware controls must be in place on all information systems processing EI data that: (i) Implement and maintain software for that detects, prevents, removes, and remedies software or computer code designed to perform an unauthorized function on, or permit unauthorized access to, an information system, including without limitation, computer viruses, Trojan horses, worms, spyware, and time or logic bombs ("Malicious Code Software"), (ii) Run Malicious Code Software on at least a daily basis, (iii) Update Malicious Code Software on at least a daily basis, including without limitation, obtaining and implementing the most currently available malicious code signatures.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Intrusion detection and response policies, standards and procedures	Supplier must maintain policies, standards and procedures for detecting, monitoring and responding to actual or reasonably suspected intrusions and Security Breaches, and encouraging reporting actual or reasonably suspected Security Breaches, including; (i) training Supplier's personnel with access to Information to recognize actual or potential Security Breaches and to escalate and notify the senior management of the foregoing, (ii) mandatory post-incident review of events and actions taken concerning security of Information, and (iii) policies and standards concerning reporting to Regulators and law enforcement agencies.	
Secure disposal	Supplier has policies and procedures in place to ensure the secure disposal of equipment that may contain Enterprise Ireland data.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
Log management	Events, alerts and log information is reviewed on a timely basis to identify potential security incidents. Supplier retains relevant logs in a tamper proof system that supports threat identification and post-incident investigation.	
Tenant separation	Supplier must ensure that Enterprise Ireland information is segregated from other tenants and that technical controls are in place to maintain and monitor data and user segregation	
Secure software development	Supplier must have established rules for the secure development of software and systems, incorporating at least the OWASP secure coding practices and security principles.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
	A secure software development policy and lifecycle must be in place so that 1. Rules for the secure development of software and systems are established and applied to developments within the organization, 2. Separation of development, testing and operational environments, including protect secure development environments for system development is in place, 3. Testing of security functionality is carried out during development. Systems and apps must be independently penetration tested against at least the OWASP Top 10 Web Application Security Risks before release.	
PCI DSS	Supplier must be compliant with the Payment Card Industry Data Security Standard (PCI DSS) and have	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	**REQUIREMENT**	**ACCEPT** **Please indicate Yes/No** **if no, provide details**
**Applies only to Managed/Cloud based Services processing payment card data.*	the relevant Attestation of Compliance (AoC) or Report on Compliance (RoC) documentation.	
Cookies & other Tracking Technologies	Supplier's platform must be compliant with ePrivacy Regulations & the GDPR as set out by the Data Protection Commissioners guidance on Cookies & Other tracking technologies i.e., only strictly necessary cookies are dropped without consent, all other cookies require consent.	

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Any additional details relevant to the above requirements:

ENTERPRISE IRELAND