INVITATION TO TENDER (MULTI-PARTY FRAMEWORK AGREEMENT)	
Title:	**Provision of Recruitment Services for Administrative and Business Support Roles for Enterprise Ireland**
Enterprise Ireland Ref.	**2026/036**
Procedure	**Open EU**
eTenders Resource ID	**9528729**
Issue Date	**Monday 23 November 2026**
Closing Date for Queries	**Monday 14 December 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	**Wednesday 23 December 2026 @ 12 noon (Irish Time)**

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

Please note that, in responding to this Tender, you must use the Tender Response Document(s) (TRD) and upload these as a ZIP FILE to protect the integrity of the file names

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1 General Information

1.1 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 Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that 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:	2026/036
Title:	Provision of Recruitment Services for Administrative and Business Support Roles 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. Enterprise Ireland'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.

Enterprise Ireland 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. Enterprise Ireland delivers tailored support through start-up, scaling, innovation and leadership programmes, alongside funding and investment schemes. This is backed by approximately 850 colleagues across a network of offices in Ireland and 42 international locations, helping Irish businesses succeed globally.

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

3 Scope of the Framework Agreement

3.1 Type of Framework Agreement

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

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

3.2 Numbers Admitted to the Framework Agreement

The Framework Agreement will be established with up to **two (2)** Framework Members selected following evaluation of tenders against the published award criteria, provided such Tenderers achieve the minimum quality thresholds specified in this Invitation to Tender.

Admission to the Framework Agreement following establishment shall only occur where expressly permitted under applicable procurement law and the terms of the Framework Agreement.

Admission to the Framework Agreement does not guarantee any minimum level of expenditure, volume of work or award of contracts.

Enterprise Ireland reserves the right to admit fewer Framework Members than the number specified where sufficient eligible tenders are not received.

3.3 Duration of the Framework Agreement

The Framework Agreement will be for two (2) year's, with the option to extend for two (2) additional periods of one (1) year, subject to a maximum of four (4) years subject to satisfactory performance, business needs and budgetary constraints all at the absolute discretion of Enterprise Ireland.

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

3.4 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the Framework Agreement is in the region of **€800,000** (excluding VAT) over the lifetime of the Framework Agreement.

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

3.5 Awarding Contracts under the Framework Agreement

In the case of a multi-party Framework Agreement contracts may be awarded as follows:

1. Enterprise Ireland intends to identify a primary provider to deliver and coordinate the full recruitment requirement, while retaining an additional provider within the framework. Where the primary provider does not meet the required business service standards, Enterprise Ireland may assign or reassign those business standards to the 2nd placed provider appointed under the framework, in accordance with the allocation arrangements set out in the framework documentation.

2. In a limited number of instances (for example where significant service fees are involved i.e. circa €50,000) over the lifetime of the framework, through invitation to a mini-tender competition of all the firms admitted to the Framework Agreement. On each occasion a Request for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

Where Enterprise Ireland decides to procure services under the Framework Agreement, Call-Off Contracts will be awarded in accordance with the applicable call-off procedures set out below and the terms of the Framework Agreement.

3.6 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 agreements may be terminated in

accordance with the Framework Agreement terms and conditions, a draft version which is appended to the tender document.

3.7 Right to tender outside of the Framework Agreement

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

4 Detailed Scope of the Framework Agreement

4.1 Background / context to Requirement

The Successful Tenderers will work with the Contracting Authority to implement and deliver fair, transparent, objective, cost effective and time efficient recruitment, assessment, selection and placement processes for Administrative and Business Support level roles (permanent, fixed-term contract and temporary) that arise within the Contracting Authority over the duration of the contract.

For permanent and fixed-term contract placements, the service required may include the sourcing, screening, assessing and short-listing of candidates to be brought forward for consideration for interview by the Contracting Authority, leading to the selection and placement of the most suitable candidate for each of the roles within the framework duration.

For the provision of temporary resources, it is imperative that high calibre, suitably experienced personnel be provided in a timely and efficient manner.

The Contracting Authority recruits for both single placements and for multiple placement opportunities.

The current Administrative grading structure in the Contracting Authority is as follows:

Level	**Enterprise Ireland Grade**	**Starting Salary***	**Annual Leave Allowance**
Executive Assistant	Level B	€28,358	22 Days
Assistant Executive/Administrator	Level C	€32,365	23 Days

* The rate of remuneration may be adjusted from time to time in line with Government pay policy.

The services involved may include, but are not limited to, the following:

4.1.1 Permanent and Fixed Term Contract Resourcing Solutions (Single and multiple placement)

As a minimum Tenderers must detail within Criterion D of the TRD how they will develop, implement, deliver and managed the scope of the Framework Agree as detailed below:

(a) Sourcing of Candidates

- Develop and implement appropriate methodologies and utilise a range of talent acquisition channels (careers page, job boards) for the advertising and sourcing of applicants based on the requirements for each assigned role.
- Maintain a pool of relevant, assessed, pre-screened candidates suitable for Executive Assistant (Level B) roles.
- Develop a comprehensive plan on their approach to attracting candidates for permanent, fixed term contracts taking in to account the current labour market and the constraints of the public sector pay guidelines and location of the contracting authorities' premises.

(b) Screening and Short-listing

- Develop and implement various methodologies for the sifting and screening of applicants based on the requirements for each assigned role.
- Undertake the screening of applicants and associated communications and feedback for each assigned role.
- Assessed candidates for English fluency and Right to Work permission at screening call stage.
- Short-list candidates for each assigned role for consideration for assessment/interview by the Contracting Authority.
- Provide candidate interview preparation prior to attending interviews with the Contracting Authority.
- Candidate short-lists will be shared to the Contracting Authority via Share Point or similar technology set up by the Framework provider.

- The Contracting Authority expects a minimum of six (6) shortlisted candidates per role (unless otherwise agreed) of which the Contracting Authority will further short-list for interview.
- Short-listed applications will include a completed mandatory application form (provided by the Contracting Authority in advance), up-to-date CV presented on standard template, and candidates details including reasons for moving from current role and notice period.
- One satisfactory reference to be completed for each candidate before attending interview.

(c) Assessment of Candidates

- Design, develop and undertake appropriate assessments for short-listed candidates relevant to each assigned role that enhance the Contracting Authority's current competency-based recruitment process, e.g. oral and written communication skills, verbal reasoning, numeric skills, IT systems and PC skills, behavioural assessments etc.
- Executive assistant/administration candidates will be assessed on basic copy typing speed, attention to detail, MS suite proficiency, general data entry and verbal reasoning.
- Finance/Grants/Accounts candidates will be assessed on basic copy typing speed, numeric data entry, numerical ability, attention to detail and MS Suite proficiency.
- Results to be shared with Contracting Authority at short-listing stage.

(d) Placement of Candidates

- Pre-placement activities.
- The placement of the successful candidate(s).
- Post placement aftercare.

Pre-placement, placement and post-placement activities incorporates the organisational and administration processes associated with supplying resourcing solutions for permanent and

fixed-term contracts and engaging with relevant key service providers/stakeholders. These processes may include but are not limited to the organisation of:

- specific skill assessments.
- right to work verification.
- minimum two (2) satisfactory reference checks undertaken for the successful candidate (one (1) completed at Screening and Short-listing as detailed above).
- provide candidate details for online occupational health questionnaire.
- offer management.

Post placement aftercare includes check-ins calls with the successful placement on the first day, end of first week, end of first month, third and sixth months.

(e) Communications and Feedback

- Provide ongoing effective stakeholder communications and feedback throughout the different stages of the recruitment, assessment, selection and placement processes.

(f) Account Management

- Provision of a dedicated account manager/account management team to fulfil all of Enterprise Ireland's account requirements.

(g) Replacement Guarantee

- Provide a minimum six-month replacement guarantee for all permanent and fixed-term appointments. Where an appointed candidate resigns, is dismissed for capability or conduct reasons, or is determined to be unsuitable for the role within the guarantee period, the supplier shall either provide a replacement recruitment service at no additional cost or provide a refund.

(h) Reporting

- Provision of a monthly and quarterly reporting (see Service Level Agreement 4.4.2).

4.1.2 Temporary Resourcing Solutions (Single and multiple placement)

This will include, but is not limited to, the provision of suitably qualified and experienced temporary personnel in secretarial, general, financial, legal administration and business support functions. By their nature, the requirement for these services will typically be at short notice. The duration required for these services will vary according to the Contracting Authority's business requirements, ranging from one day to several weeks/months.

As a minimum Tenderers must detail within Criterion D of the TRD how they will develop, implement, deliver and manage the scope of the Framework Agree as detailed below:

(a) Sourcing of Candidates

- Develop and implement appropriate methodologies and utilise a range of talent acquisition channels for the sourcing of suitably qualified and experienced personnel for temporary placements.
- Maintain a pool of suitably qualified, experienced, assessed, pre-screened candidates suitable for temporary roles to respond to the Contracting Authority's staffing requests quickly (within 3 days of request).
- Demonstrate experience of successfully sourcing temporary staff at Enterprise Ireland's preferred rate of €15.58 per hour for Executive Assistants (Level B) and €17.78 for Administrators (Level C).

(b) Screening and Assessment

- Develop and undertake the screening and assessment of proposed candidates to ensure their suitability for each assigned role. Assessments should include, but are not limited to, oral and written communication skills, verbal reasoning, numeric skills, IT systems and PC skills, behavioural assessments etc.
- Candidates must be assessed for English fluency and Right to Work permission at screening stage.
- The Contracting Authority expects a minimum of three (3) candidate applications per temporary role (unless otherwise agreed) of which the Contracting Authority will further short-list for appointment.

- Short-listed applications will include an up-to-date CV presented on standard template, assessment results, and one (1) satisfactory reference to be completed for each candidate before short-listing.

(c) Placement of Candidates

- Pre-placement activities.
- The placement of the successful candidate(s).
- Post placement aftercare.

Pre-placement, placement and post-placement activities incorporates the organisational and administration processes associated with supplying resourcing solutions for temporary contracts and engaging with relevant key service providers/stakeholders. These processes may include but are not limited to the organisation of specific skill assessments, right to work verification, signed confidentiality form provided by the Contracting Authority, minimum two (2) satisfactory reference checks (one (1) completed at Screening and Assessment as detailed above), and offer and contract management.

Post placement aftercare includes check-ins calls with the successful placement on the first day, end of first week and fortnightly for the duration of the temporary assignment.

(d) Replacement Guarantee

Where a temporary worker is deemed unsuitable due to performance, conduct, attendance, capability, or cultural fit, the agency will:

- Remove the worker promptly at the Contracting Authority request.
- Provide a suitable replacement within an agreed timeframe (e.g. 24-72 hours depending on role type).
- Prioritise replacement candidates from its existing talent pool.
- Manage all employment-related matters associated with the temporary worker.

(e) Communications and Feedback

- Provide ongoing effective stakeholder communications and feedback throughout the different stages of the temporary agency resourcing solutions process.

- Candidate CVs and skills results for temporary roles will be shared to the Contracting Authority via Share Point or similar technology set up by the Framework provider.

(f) Account Management

- Provision of a dedicated account manager/account management team to fulfil all of Enterprise Ireland's account requirements. (the Account Manager can be the same person as detailed in section 4.1.1).

(g) Payroll Management

- Responsible for the weekly payment of temporary resources, including all associated payroll costs. Tenderers must propose a digital timesheet solution that must be approved by the Contracting Authority prior to the initial submission of a timesheet. Timesheets are required to be submitted weekly or as approved by the Contracting Authority. All timesheets must be approved by their line manager via the approval solution in advance of any payments being made. The Contracting Authority must be able to sign-in to the digital solution at any time to review and challenge each individual timesheet.
- Any overtime worked must be authorised in advance by the line manager and approved in writing.
- The Framework providers must adhere to all relevant employment legislation, i.e. Working Time Act.
- The Contracting Authority will receive a monthly consolidated invoiced broken down by department.

(h) Reporting

- Provision of a monthly and quarterly reporting (see Service Level Agreement 4.4.2).

4.2 Framework Agreement

The successful Tenderers will enter into a multi-party Framework Agreement with Enterprise Ireland.

During the term of the Framework Agreement, Enterprise Ireland may purchase the Services described in the Specification by awarding Call-Off contracts to the framework members in accordance with the terms and conditions of the Framework Agreement and the applicable call-off procedures.

Enterprise Ireland does not guarantee any minimum level of expenditure, volume of work or number of Call-Off Contracts under the Framework Agreement. Admission to the Framework Agreement does not guarantee the award of any Call-Off Contract.

4.3 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 three (3) individual resources overall.

Skillset	Minimum Number Required	Number of Full Time Equivalents (FTE)	Number of FTEs provided by 3rd Parties (if required)
Account Manager	1		
Deputy Account Manager	1		
Lead Recruiter	1		
Recruiter	1		
Total	**4**		

Tenderers must submit CVs (not to exceed two (2) A4 pages and using the format in the TRD) for each resource under the proposed account management structure, clearly setting out their

individual roles and responsibilities. Please complete the CV tables in the Tender Response Document.

Enterprise Ireland will be assessing the experience of the resource(s) in terms of coverage of the service requirements. Tenderers who can demonstrate greater relevant experience and expertise to the services sought are likely to score higher marks.

Tenderers should note that, as set out in the contract documents, the proposed resource(s) will be required to deliver the services, having regard to the nature of the call-off, although Enterprise Ireland reserves the right to seek additional personnel in any call-off contract.

Tenderers should note that Framework Members may, at call off stage, be permitted to supplement their resources with a Consultant/Specialist(s) where, in their opinion, there is a requirement to do so given the nature of the requirements under the call-off. The Consultant / Specialist(s) will be assessed as part of the call off competition. Rates for any agreed supplementary resources must be in line with the rates submitted for the resource types in the Form of Tender where applicable.

The Tenderers must provide CV's for all resources necessary to deliver the required framework services described in section 4.1.1 to 4.1.2 and will be evaluated as part of **Criterion B**;

- Account Manager (see 4.4).
- Deputy Account Manager.
- Lead Recruiter.
- Dedicated Recruiters if required (for example; Accounts/Finance roles).
- Compliance Manager.
- Temporary Workforce Manager.
- Payroll Manager.

Some of these roles may be held by the same resource.

4.4 Account Management

4.4.1 Account Manager

Tenderers must nominate an **Account Manager** who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required.

The duties of the dedicated account manager and/their deputy will include the following (please submit CV with TRD):

- Be responsible for contract management.
- Senior escalation point with overall responsibility for contract performance, governance and relationship 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 (monthly and quarterly) 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.
- Attend periodic framework performance review meetings convened by Enterprise Ireland and provide such management information, performance data and improvement plans as may reasonably be required.
- 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.

Please provide CVs in the TRD.

4.4.2 Service Level Agreement

Framework Members 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 Framework Members within three months of the establishment of the Framework Agreement.

Tender Response Requirements:

Tenderers are required to provide a proposed draft SLA for Enterprise Ireland which will describe in detail how they propose to provide high-quality and effective service to Enterprise Ireland and should address the execution, performance, monitoring and delivery of the recruitment services required.

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

- Quarterly management reports that may include such information as statistics, data on ongoing monitoring, tracking, commentary and analytics on overall performance or individual call-off contracts and recruitment competitions.
- Monthly reports to include recruitment metrics on open vacancies and temporary workforce.
- Key Performance Indicators information (KPI's) that will be measured and reported on to include the content, nature and frequency of reporting, these will be agreed between the parties prior to completion of the SLA.
- 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 Finance Department;
- include your approach to urgent queries (see minimum response times required in the table at section 4.4.3 below).

Tenders 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 4.4.3 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(s) and delegate as required.

4.4.3 Minimum response times

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

Task	Minimum Response Time
Acknowledge email/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. If meetings are held in person they will be held at Enterprise Ireland's premises (to be advised to the Framework Members in advance).

No expenses in respect of travel time and mileage will be payable. Invoices must reflect working hours and timesheets must be accurately maintained and produced promptly upon request by Enterprise Ireland.

4.4.4 Invoicing

The successful tenderer(s) shall submit itemised monthly invoices, with separate invoices for permanent/fixed-term recruitment services and temporary staffing services, in accordance with the agreed pricing structure and the terms and conditions of the Contract.

All invoices must quote a valid Enterprise Ireland purchase order number. Any invoice that does not include the relevant purchase order number will be returned to the supplier and may result in a delay in payment.

Valid invoices shall be paid in accordance with the payment provisions set out in the Contract.

4.4.5 Review of Supplier Performance

Operation of the framework will be subject to regular performance review. The format will be agreed between Enterprise Ireland and the framework member(s). Cost competitiveness, quality of service and response time will be the main criteria for measuring performance. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

4.5 Delivery Locations

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

4.6 Pricing

The maximum price chargeable in respect of all items contracted for the initial **two (2)** years of the framework shall be set out in the Form of Tender in the Tender Response Document (TRD) submitted as part of the tender response. All prices quoted must be exclusive of VAT. Costs must be stated in Euro.

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

The maximum price chargeable in respect of all items contracted during the framework period shall be set out in the pricing schedules in the Form of Tender submitted as part of this tender. All prices quoted must be exclusive of VAT. Costs must be stated in Euro. Tenderers must clearly indicate if any discounts are entitled to Enterprise Ireland, for example, public sector discounts, early payment discounts, other discounts etc.

4.7 Award to Runner Up

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

If it is not possible following the conclusion of the competitive process to award the initial contract to the designated successful tenderer; Enterprise Ireland reserves the right to award the initial contract to the Framework Members with the next highest score based on the original competition, at any time during the tender validity period.

If, following the award of any call-off contract under this Framework Agreement, the Framework Members cannot, for whatever reason, deliver the required services to the satisfaction of Enterprise Ireland; Enterprise Ireland reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

4.8 Sustainable Procurement

Enterprise Ireland is committed to promoting sustainable procurement practices. Framework Members shall, where relevant to the Services, support environmental sustainability objectives through efficient use of resources, reduction of waste, responsible sourcing practices, and continuous improvement initiatives during the term of the Framework Agreement.

4.9 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.

Tenderers should familiarise themselves with the entire agreement and its obligations. **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.**

5 Evaluation Criteria

5.1 Selection Criteria

Enterprise Ireland is using the OPEN procedure for the establishment of this Framework Agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. To demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

5.1.1 General, Declarations and Financial Requirements

Tenderers are required to complete the Tender Response Document (TRD) which is published as a separate document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information
Tenderers must complete the general information section on the tendering organisation – company name, address and contact details for the individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.

Declarations
Tenderers must Complete and sign the following Declarations in the Tender Response Document: **a)** Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 284 of May 2016; **b)** Compliance with relevant statutory obligations. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required. This includes the Children First Act (2015) **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 €400,000 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	€500,000
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	

5.1.2 Previous Experience

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

Satisfactory Previous Experience
Tenderers must demonstrate to the satisfaction of Enterprise Ireland that they 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 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 previous three (3) years prior to the deadline for submission of Tenders.** Reference contracts outside this timeframe will not be considered. The reference contracts must include: *(**Note to Tenderers:** (i), (ii) and (iii) can be demonstrated by different reference contracts, but each of them must be demonstrated)* **(i)** the supply of temporary resources including the management of payroll **(ii)** the supply of permanent resources **(iii)** the supply of fixed term contracts Tenderers must use the table format in the TRD for their answers and must respond to each element of the table. In completing the table for each reference project, Tenderers must provide sufficient information to allow Enterprise Ireland to evaluate whether all 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 can 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.

5.1.3 Other Technical Criteria

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

Professional Membership
Tenderers are required to provide details of professional body membership or other relevant industry specific associations, for Employment and Recruitment Federation Ireland (ERF) or Chartered Institute of Personnel and Development (CIPD) membership or similar.

5.2 Award Criteria

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

5.2.1 Evaluation Principles

Enterprise Ireland will evaluate Tender responses solely on the basis of the information submitted in response to the requirements set out in this Invitation to Tender.

Tenderers should not assume prior knowledge of their organisation, products, services, methodologies, personnel, previous experience, or previous work undertaken.

The burden of demonstrating compliance with the requirements of this competition rests entirely with the Tenderer.

Enterprise Ireland reserves the right to evaluate Tender responses only on the basis of information submitted in the Tender and any clarifications sought during the evaluation process.

The framework will be awarded on the basis of the Most Economically Advantageous Tender (MEAT), taking into account the award criteria and weightings set out below.

	Criteria	Weighting	Maximum Score	Minimum Score Required 60%
A	**Cost for evaluation purposes**	**30%**	**3,000**	**n/a**
Tenderers are required to outline their cost proposal in the TRD by completing and signing the Form of Tender. *Cost will be assessed as set out in Note 5 below*				
B	**Quality of Proposed Team**	**35%**	**3,500**	**2,100**
Tenderers must clearly describe in their TRD: Tenderers must demonstrate the quality, relevance and depth of experience and expertise of the team proposed to deliver the Services. Tenderers must clearly identify each proposed resource, their role and responsibilities, relevant qualifications and experience, anticipated contribution to the programme, and availability for the duration of the Framework Agreement. The response should demonstrate how the proposed team collectively provides appropriate expertise and capability across; sourcing of candidates, screening, initial assessments and continuous communications, and contract and account management. Tenderers should also explain how the proposed team will work together to deliver an integrated and consistent service, including the allocation of responsibilities, management of capacity and availability, and arrangements for continuity of service. Tender must use the following structure when responding to this section: 1. Team Structure and Organisation Chart 2. Roles, Responsibilities and Reporting Lines				

3. Coverage of Required Expertise Areas
4. Resource Capacity and Availability
5. Team Integration and Continuity Arrangements
6. Individual CVs

Tenderers are referred to Section 4.3 of the ITT and must complete the relevant team and CV sections of the Tender Response Document.

For the avoidance of doubt, satisfaction of the minimum personnel requirements is assessed on a pass/fail basis under the Selection Criteria and does not, in itself, attract marks under Award Criterion B. Marks under Award Criterion B will be awarded based on the quality, relevance and depth of the proposed team, as demonstrated in the Tenderer's response.

C	**Account Management Proposals**	**5%**	**500**	**300**

Tenderers must clearly describe in their TRD:

Tenderers must set out their proposals for the effective management of the Framework Agreement and Initial Call-Off Contract. The response must identify the proposed Account Manager and Deputy Account Manager and clearly describe their respective authority, responsibilities, availability and arrangements for continuity of service.

Tenderers must provide a proposed Service Level Agreement that addresses contract governance; communication and stakeholder management; performance monitoring and reporting; management of KPIs and service levels; quality assurance; risk and issue management; escalation procedures; complaints and dispute management; management of underperformance; service improvement; and exit management.

The response should explain the proposed governance structure, frequency and format of contract-review meetings, reporting arrangements, procedures for monitoring compliance with agreed response times and service levels, and the measures that will be used to identify and address performance issues. Tenderers should also explain how contract-management

information will support transparency, accountability, continuous improvement and value for money.

Tenderers are referred to Section 4.4 of the ITT and must complete the relevant Contract Management and Service Level Agreement sections of the Tender Response Document.

Marks will be awarded based on the clarity, relevance, practicality and robustness of the proposals and the level of confidence they provide that the Framework Agreement and Initial Call-Off Contract will be managed effectively throughout their duration.

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(s) and delegate as required.

D	**Proposed Methodology**	**25%**	**2,500**	**1,500**

Tenderers must clearly describe in their TRD:

Tenderers must provide a detailed methodology for the design, mobilisation and delivery of recruitment services and demonstrate how their proposed approach will meet all requirements set out in Sections 4.1.1 to 4.1.2 of the ITT.

Item 1 below should set out the Tenderer's proposed methodology for the delivery of the requirements described in **Sections 4.1.1 and 4.1.2**, covering both **Service Design and Mobilisation** as a combined scope.

For **Items 2–5**, Tenderers must provide a **separate methodology for covering 4.1.1 and 4.1.2**, demonstrating how the specific requirements of that items will be delivered, unless the tenderer can provide clear evidence for why the methodology can be deliver as one integrated service.

1. **Service design and mobilisation:** Describe how the service will be designed, mobilised and delivered, including implementation timelines, working arrangements, stakeholder communications and document sharing across permanent, fixed-term and temporary recruitment for single and multiple placements.

2. **Candidate attraction and sourcing:** Explain sourcing channels and candidate attraction strategies, considering labour market conditions, public sector pay and location constraints. Detail how assessed, pre-screened candidate pools will support temporary staffing requests within three days.

3. **Screening, assessment and short-listing:** Describe screening, English fluency checks, role-specific assessments, interview preparation and documentation sharing. Explain how minimum requirements of shortlisted candidates and three temporary applications per role will be met, unless otherwise agreed

4. **Placement, aftercare and replacement:** Describe pre-placement checks, references, right-to-work verification, confidentiality requirements, offer management and aftercare. Explain the minimum replacement guarantee, including replacement recruitment at no additional cost or refunds, and temporary replacement arrangements.

5. **Temporary workforce administration and support:** Explain temporary employment management, legislative compliance, weekly payroll, electronic timesheets, manager approvals and overtime authorisation. Describe monthly consolidated invoicing by department, dedicated account support, stakeholder communications, and monthly and quarterly reporting.

Tenderers must provide a clear implementation plan setting out the principal activities, deliverables, milestones and dependencies. Tenderers should identify any added-value features included within the tendered price and explain how these will enhance service to Enterprise Ireland.

Marks will be awarded based on the clarity, relevance, coherence, practicality and robustness of the proposed methodology; its alignment with the requirements and intended programme outcomes; and the level of confidence it provides that the Services will be successfully delivered to a high standard.

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 measures must be relevant and proportionate to the Services and should address, where applicable, programme delivery, participant engagement, events, travel, venues, materials, procurement and the use of digital technologies. Tenderers must explain how the proposed measures will be implemented, monitored and measured throughout the term of the Framework Agreement, including the indicators or evidence that will be used to demonstrate their impact. Any relevant organisational policies, standards, certifications or established practices should be referenced. Tenderers must also describe the sustainability and wider ESG content and guidance that will be incorporated into the programme and explain how this will support participants in considering relevant environmental, social and governance matters. Tenderers are referred to Section 5.8 of the ITT and must complete the relevant Sustainability section of the Tender Response Document. Marks will be awarded based on the relevance, specificity, practicality and measurable impact of the proposed initiatives; their alignment with the Services; and the level of confidence that they will be successfully implemented over the term of the Framework Agreement.				

The Tender will be assessed solely against the Award Criteria and methodology set out in this Invitation to Tender.

Tenderers must use the tender Response Document (TRD) uploaded separately with this ITT to www.etenders.gov.ie for their responses to the award criteria set out below.

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 evaluators may award an intermediate score which 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 should note that they must achieve a minimum rating of **60%** for each of the individual qualitative criteria as subject to a minimum threshold.

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. Page limits are only applicable for CV's.

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.

Tenderers should assume that the evaluation team will assess only the information contained within the submitted Tender response.

No hyperlinks may be included in Tender responses unless expressly permitted by Enterprise Ireland. Any information accessible only through a hyperlink, website, portal, cloud repository or other external source will not be evaluated and will be treated as not having been submitted.

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 by using the total in Table 5 of the TRD. Marks for Award Criterion A will be scored in inverse proportion to the maximum score for Award Criterion A, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

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

$$\frac{\text{Maximum Marks for Costs} \times \text{Lowest Tendered Costs}}{\text{Costs of Tender being evaluated}}$$

NOTE 6: TENDER RESPONSES

Tenderers should ensure in their Initial 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 and should therefore ensure that all information necessary for evaluation is clearly set out within the Tender

6 INSTRUCTIONS TO TENDERERS

6.1 Submission of Tenders

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

Tenderers should ensure that all information intended for evaluation is contained within the Tender submission itself. Information contained in external websites, cloud repositories, shared drives or accessible only through hyperlinks may not be evaluated. Refer to Section 5.2 Award Criteria for further details.

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

Below we provide an overview of the key steps. Please note that Enterprise Ireland take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

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

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

6.1.1 Accessing documents

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

(a) Log-in to the system

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

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

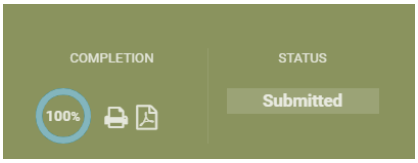
(d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop down menu

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

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

6.1.2 Submitting your Response

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



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

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

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

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

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

6.2 Query Process for Framework and Contract Terms and Conditions

Please refer to the Framework Agreement (Appendix 1) and the Call Off Terms and Conditions (Appendix 2). It is intended that these terms and conditions will be finalised (with minor amendments, if necessary) during this Query process and responses to such queries will be

broadcast on eTenders to all tendering parties. To this end, tenderers should use the query process set out 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.

6.3 Sufficiency & Accuracy of Tender

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

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

Enterprise Ireland reserves the right to disqualify incomplete tenders.

6.4 Tender Documents - Ambiguity, Discrepancy, Error, Omission

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

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

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

6.5 Qualification of Tenders and Referential Bids

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

6.6 Extension of Tender Period

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

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

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

6.8 European Single Procurement Document (ESPD)

We will accept an ESPD if Tenderers wish to submit for this competition PROVIDED THAT they confirm: (i) the information contained in it continues to be correct and (ii) they satisfy the Selection Criteria for this Competition as set out in 5.1

6.9 Form of Tender

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

6.10 Cost of Preparation of Tender

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

6.11 Tender Validity Period

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

6.12 Currency and Prompt Payments

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

Payments will be as agreed with the successful tenderers 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.

6.13 Confidentiality

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

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Enterprise Ireland. Any registrable interest involving the tenderer and Enterprise Ireland or employees of Enterprise Ireland or their relatives must be fully disclosed in the tender submission or should be communicated to Enterprise Ireland immediately upon such information becoming known to the tenderer, in the event of this information only coming to their

notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Freedom of Information Acts

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

6.16 Data Protection Legislation

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

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

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

6.17 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.

Tenderers must clearly identify all international transfers of personal data associated with the delivery of the Services and provide details of the safeguards that will apply.

6.18 Service Audit

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

6.19 Tax Clearance Certificate

It will be a condition of award of contract that the successful tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. This applies to both Irish Resident

suppliers and Non-Resident suppliers. Tenderers are referred to www.revenue.ie for further information.

Prior to the award of any contract arising out of this competition, the successful Tenderers 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 Tenderers, acknowledges and agrees that Enterprise Ireland has the permission of the successful tenderers to verify its tax cleared position online.

6.20 Withholding Tax

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

6.21 Irish Legislation and Law

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

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

6.22 Clarification of Tenders

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

6.23 Correction of Errors

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

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

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

6.24 Change in the Composition of a Tender

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

6.25 Interference and Inducement to Purchase

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

6.26 Notification of Tender Evaluations

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

a) Letter of Intent of award of contract.

b) Letter of Regret.

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

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

6.27 Policy on Personal Debriefings

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

6.28 Award to Runner-up

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

Note: If Enterprise Ireland is awarding a Framework Agreement the same procedure will apply.

6.29 Right to Award to More than One Supplier

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

6.30 Replacement Personnel

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

6.31 Copyright

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

6.32 Brand Names, etc.

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

APPENDIX 1 - FRAMEWORK AGREEMENT

Note to Tenderers: Please see pdf documents as follows:

Appendix 1 – Framework Agreement' which is a multi-party Framework Agreement

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**) [1]].

(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 designated by a Party as being confidential to it (whether or not it is marked "confidential"),

[1] **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.

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 Proces**sor 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 Commenc**ement 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 part of the Services:	**Delete data sets which are not applicable and/or add further data sets which are not included in the table.**

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. 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).	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	• 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.	
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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	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.	
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	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
European Economic Area (EEA)		
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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	the processor will follow to support DSR responses received by Enterprise Ireland where applicable.	
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 • that regular file and e-mail housekeeping, e.g. backups, deleting obsolete files is undertaken	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	• 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 and other equipment or information assets containing personal data processed on behalf of Enterprise Ireland.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	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.	
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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
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	
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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
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 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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
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.	
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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	• 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 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:	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	• 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. 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	

TECHNICAL AND ORGANISATIONAL MEASURES		
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	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. 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.	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	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 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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	the most currently available malicious code signatures.	
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. 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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	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 **Applies only to Managed/Cloud based Services processing payment card data.*	Supplier must be compliant with the Payment Card Industry Data Security Standard (PCI DSS) and have 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	

TECHNICAL AND ORGANISATIONAL MEASURES		
CONTROL	REQUIREMENT	ACCEPT Please indicate Yes/No if no, provide details
	necessary cookies are dropped without consent, all other cookies require consent.	

Any additional details relevant to the above requirements:
