

**Request for Tenders dated 18/08/2025
for the provision of
Litigation support and legal advice services**

Tender procedure: Open procedure

Tender Deadline 12 noon on 22/09/2025

Contents

Part 1:	Introduction
Part 2:	Instructions to Tenderers
Part 3:	Selection and Award Criteria
Appendix 1:	Requirements and Specifications
Appendix 2:	Pricing Schedule
Appendix 3:	Tenderer's Statement
Appendix 4:	Declaration as to Personal Circumstances of Tenderer
Appendix 5:	Framework Agreement (separate attachment)
Appendix 6:	Confidentiality Agreement

Part 1: Introduction

- 1.1 The Competition and Consumer Protection Commission (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for appointment to a multi-supplier framework agreement the “Framework Agreement” for the provision of the services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise the provision of legal advice and litigation services in a number of areas to the Contracting Authority, as required.
- 1.3 This public procurement competition will be divided into three (3) lots (each a “Lot”) as described below. Each Lot will result in a separate Call-off-contract(s) under the framework agreement.

Lot 1 - Competition law legal services:

(i) Full civil litigation support services relating to the Contract Authority’s competition enforcement and merger review functions, including, litigation support and legal advice on issues that arise in the course of such litigation. The successful Tenderer will provide professional legal support services to the Contracting Authority when the Contracting Authority initiates legal proceedings / applies to court under the Competition Act 2002, as amended (the “2002 Act”) and the Competition and Consumer Protection Act 2014 (the “2014 Act”).

(ii) Legal advice and consultancy services on investigations to support the Contracting Authority in managing demand for legal services related to competition enforcement

Lot 2 - Data Protection and Digital law legal services

Full legal advice and litigation support services relating to the Contracting Authority’s data protection and digital functions: (i) Legal advice and litigation services relating to the Contracting Authority’s data and digital remit – including GDPR, Data Protection Act 2018, the Data Sharing and Governance Act 2019, the Digital Services Act 2024 and European Union (Data Governance Act) (No. 2) Regulations 2024; and (ii) legal advice and support on any appeals to the Data Protection Commission; and (ii) litigation support and legal advice on litigation relating to judicial reviews of those functions.

Lot 3 - General litigation not falling within Lots 1 or 2

Full litigation support services relating to the judicial review of any CCPC activity not covered in Lots 1 and 2.

- 1.4 This public procurement competitions (the “Competitions”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). The Contracting Authority may award contracts under each Framework in accordance with the rules set out in the Framework agreement at Appendix 5.

The Framework Agreement will commence on completion of this competition and will run for a term of four (4) years.

The Term will not exceed four (4) years in aggregate. For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the Framework Agreement may extend beyond the date of expiry of the agreement.

1.5 Any Framework agreement Call-off-contract(s) that may result from these Competition(s) will be issued for a term of 36 months. The Contracting Authority reserves the right to extend this Term for a period (or shorter periods) of up to a maximum of 12 months in total on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 The Contracting Authority estimates that the aggregate expenditure on the Services across three lots to be covered by the proposed Framework Agreement may amount to some **€4,230,000 (excl. VAT)** over the Term including any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

Lot 1 may amount to some **€ 2,400,000 (excl. VAT)** over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Framework Agreement for **Lot 2** may amount to some **€1,430,000 (excl. VAT)** over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Framework Agreement for **Lot 3** may amount to some **€400,000 (excl. VAT)** over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SME"s) in this Competition. SMEs that believe the scope of these Competition(s) is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of the Framework Agreement that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Framework Agreements that may result from these Competition(s).

1.8 The Contracting Authority intends to use the Framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the Framework for the procurement of any requirement without reference to the Framework Member[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

1.9 TYPE OF FRAMEWORK AGREEMENT

The Contracting Authority 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. In the case of a multi-party framework agreement, contracts will be awarded in accordance with the process set out in the Framework Agreement. 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, the Contracting Authority 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 maximize cost savings over the duration of the framework.

Duration of the Framework Agreement

The framework agreement will be for a period of 4 years. For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

Estimated Value of the Framework Agreement

It is envisaged that expenditure under this framework agreement will be estimated up to €4,230,000 excluding VAT for all three lots over the lifetime of the 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. The scope of expenditure cannot be accurately forecasted nor can any guarantee for a minimum uptake of services be given.

Awarding Contracts under the Framework Agreement

On each occasion that the Contracting Authority proposes to award a Contract, it may do so in one of two ways:

- (i) **By 'Direct Award'**. the Contracting Authority may award Contracts by directly selecting a Framework Member from the Framework; or
- (ii) **By Mini-Competition**, in accordance with the Framework Rules in the Framework Agreement.

The Contracting Authority may award Contracts by Direct Award. Decisions to award Contracts by Direct Award will be based on factors such as:

- Specialist expertise directly relevant to the task.
- Competitive rates within the pre-agreed ceiling rates.
- Urgency, where immediate commencement is required.
- Continuity of service, ensuring consistency or efficiencies.
- Availability to meet required timelines.
- Proven track record of high-quality service delivery.

Mini-Competition

Framework Members are only eligible for Mini-Competition in respect of Lots for which they have been appointed.

Mini-Competitions will involve a Request for Mini-Tenders and will set out the required Services, the deadline for receipt of Proposals, the terms of the Call-Off Contract and any procedures, rules, information, conditions and details as the Commission considers appropriate.

The Request for Mini-Tenders will be sent to the communications point referred to in Clause 25 of the Framework Agreement (Appendix 5) by e-mail or by post or using the e-tenders mail box in www.etenders.gov.ie

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of these Competition(s), the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Framework Agreement.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement and Call-off contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel these Competition(s) at any time prior to a formal written Framework Agreement and Call-off contract being executed by or on behalf of the Contracting Authority.

The admittance to the Framework Agreement or award of a Call-off Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that the Contracting Authority shall be under no obligation to purchase any minimum value of Services under any Framework Agreement.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, "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"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data 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 Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below 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, the Contracting Authority, 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 the Contracting Authority for the purposes of its participation in this Competition .

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
 - (b). To submit all documentation which this RFT requires to be submitted with their Tender;
 - (c) To submit a Tender Response Document as a mandatory requirement, failure to complete and submit the Tender Response Document will result in elimination from the competition.
 - (d) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - (e) To conform to and comply with all instructions and requirements set out in this RFT;
 - (f) To submit the statement required under paragraph 2.4 below; and
 - (g) Not to alter or edit this RFT in any way.
- 2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK AGREEMENT AND CALL-OFF-CONTRACT(S)

- 2.3.1 The award of Call-Off Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the Framework Agreement and Call-Off-Contract set out at Appendix 5 to this RFT.
- 2.3.3 For admission to the Framework, Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT. Tenderers may not amend the Framework Agreement or the Call-Off-Contract.

Tenderers are required to review these terms and conditions and if they have any reservation about these terms they should be submitted as a query via eTenders

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. **ALL TENDERERS MUST RETURN**, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature or decipher the content of the TRD, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Call-off Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Call-off Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted. In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than **12:00 noon on 22 September 2025** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 All Tenders submitted in soft copy must be compiled such that they can be read immediately using a PDF reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **12:00 noon on 12 September 2025** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations

and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1** All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.
 - (e) Failure to comply with the confidentiality of this process may disqualify a Tenderer.

2.10 PRICING

- 2.10.1** All Tenderers must complete the Pricing Tender Response Document, see Pricing Schedule at Appendix 2 to this RFT for guidance.
- 2.10.2** All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3** Tenderers must confirm that all prices quoted in the Tender will remain valid for 6 months commencing from the Tender Deadline.
- 2.10.4** Any currency variations occurring over the term of the Call-off Contract shall be borne by the Tenderer.
- 2.10.5** Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Framework Agreement and Call-off Contract at Appendix 5 to this RFT.
- 2.10.6** All prices accepted as part of the Framework Agreement are ceiling prices and cannot be exceeded unless the changes are part of an accepted review process.
- 2.10.7** In the event of any legal proceedings, the Framework Member providing (or who has provided) services under the Framework Agreement, shall assist the Contracting Authority in defending the provided services and provide the Contracting Authority with all necessary assistance and support in this regard. The fees applicable in respect of any legal proceedings shall also be calculated in accordance with the hourly rate agreed in the relevant contract or the maximum hourly rates tendered in the Pricing Form, whichever is the lowest.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1** In the performance of admittance to the Framework Agreement and/or any Call-off Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 PUBLICITY

No publicity regarding this Competition or any Framework Agreement, Mini Competition, or Call-off Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating admittance to the Framework Agreement and/or any Call-off Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Framework Agreement and or Call-off Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the admittance of the Framework Agreement or award of any Call-off Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or Call-off Contract entered into by a Tenderer.

For the purpose of this procurement process, the following is a non-exhaustive list of situations which could give rise to a conflict of interest, and which must be disclosed to the Contracting Authority:

- i. having an interest which would or could compromise the independence of the Tenderer in its performance of the Services;
- ii. having an interest which could create the perception that the independence of the Tenderer in its performance of the Services might be compromised;
- iii. having a substantial pecuniary interest (whether by way of shareholding or otherwise) in an entity which may or does fall within the competence of the Contracting Authority;
- iv. having a contract (whether oral or written) with any entity regulated by the Contracting Authority or potentially affected by any decisions of the Contracting Authority or any person which represent any persons regulated or potentially affected by decisions of the Contracting Authority;
- v. having a position of employment, directorship (executive or non-executive) or any position of emolument with any person regulated by the Contracting Authority or potentially affected by any decisions of the Contracting Authority or which represent persons regulated or potentially affected by decisions of the Contracting Authority;
- vi. where the Tenderer has in the recent past undertaken work for an organisation (or a subsidiary or an associated company of an organisation) that might be affected by decisions to be taken by the Contracting Authority and which are in any way connected with the Services.
- vii. where the Tenderer was privy to confidential information that would give, or might reasonably be perceived to give, the Tenderer (and by extension the Contracting Authority) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by the Contracting Authority relating to, or connected with, matters falling within the scope of the Services.

Tenderers must note that the Award Criteria as well as the Framework Agreement and Contract also contain provisions dealing with conflicts.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *Not used.*

2.20.2 *Not used.*

2.21 INSURANCE

The successful Tenderer shall be required to hold for the term of the Framework the following insurances:

2.21.1

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million limit for any one claim or series of claims arising out of a single occurrence
Public Liability	€6.5 million limit for any one claim or series of claims arising out of a single occurrence
Product Liability	n/a
Professional Indemnity	Lots 1 and 3 will require professional indemnity insurance with minimum cover of euro €1,500,000 for each and every claim (which professional indemnity insurance will be kept in place for at least three (3) years from the expiration or termination of the relevant Framework Agreement). Lot 2: each will require professional indemnity insurance with minimum cover of euro €5,000,000 for each and every claim (which professional indemnity insurance will be kept in place for at least three (3) years from the expiration or termination of the relevant Framework Agreement).
Cyber Liability	€1 million for any one claim or series of claims arising out of a single occurrence, per insurance year

Note: Tenderers who are sole traders or self-employed people who have no employees do not need to put any employer's liability or public liability insurance in place.

These are minimum insurance requirements. However, Tenderers should note that depending on the nature and scale of projects undertaken as part of a Framework Agreement, additional insurance cover is likely to be required for specific high value

contracts awarded under a Framework. All insurance requirements will be set out in the Invitation to Participate (ITP) in each mini competition or communicated to Tenderers individually, as appropriate. Tenderers who cannot obtain the higher levels of insurance required for specific projects will not be eligible for the relevant Contracts.

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if admitted to the Framework Agreement and or awarded a Call-off Contract under this Competition, (i) they will, from the Effective Date of the Framework Agreement or Call-off Contract (as defined in the Framework Agreement at Appendix 5), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1, (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the admittance of the Framework and or award of (and shall be a condition of) any Call-off Contract.

2.21.3 The successful Tenderer will, during the term of the Framework Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Call-off Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must submit a separate eESPD in respect of such Subcontractor completing those sections of the ESPD which are specified in section 2.D of the ESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2 Tenderers will either **pass OR fail** each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2.A ECONOMIC AND FINANCIAL STANDING (PASS/FAIL)

Tenderers must declare in the Tender Response Document and by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case. This ESPD declaration must be submitted for each individual lot. For the avoidance of doubt if a Tenderer is submitting a tender for both Lots they must submit an ESPD for each Lot applied for.

ANNUAL TURNOVER (PASS/FAIL)

Tenderers who are applying must have a minimum annual turnover of not less than the stated figures below in the relevant tables for at least two of the last three (3) financial years (or, if the date of establishment was more recent, for the years the Tenderer has been established).

Framework Lot 1

	Minimum Requirement	Qualifying
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Economic and Financial Standing	The Tenderer must declare by way of the ESPD that the annual turnover of the tenderer in at least two of the last three financial years (or where the date of establishment is more recent, for each year the Tenderer has been established) is equal to or exceeds: €2,000,000 (Ex VAT) per annum.	Pass/Fail
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Framework Lot 2

	Minimum Requirement	Qualifying
Economic and Financial Standing	The Tenderer must declare by way of the ESPD that the annual turnover of the tenderer in at least two of the last three financial years (or where the date of establishment is more recent, for each year the Tenderer has been established) is equal to or exceeds: €1,000,000 (Ex VAT) per annum.	Pass/Fail

Framework Lot 3

	Minimum Requirement	Qualifying
Economic and Financial Standing	The Tenderer must declare by way of the ESPD that the annual turnover of the tenderer in at least two of the last three financial years (or where the date of establishment is more recent, for each year the Tenderer has been established) is equal to or exceeds: €700,000 (Ex VAT) per annum.	Pass/Fail

Failure by the tenderer to demonstrate that they satisfy the minimum annual turnover thresholds will result in tenderer being eliminated for this competition and not proceed to the next stage of the evaluation of the tender competition.

Tenderers selected for admission to the Framework will have to provide an auditor's statement confirming the required levels of turnover as claimed in the TRD/ eESPD as a pre-condition to execution of the Framework Agreement.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B TECHNICAL AND PROFESSIONAL ABILITY (PASS/FAIL)

Tenderers must declare in the Tender Response Document, by way of eESPD that they satisfy the technical and professional requirement(s) set out below in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

i) PREVIOUS EXPERIENCE (PASS/FAIL)

Tenderers must provide evidence that they satisfy the technical and professional requirement(s). **This evidence MUST be included in the TRD Document.**

Tenderers must provide in the Tender Response Document (TRD), details of three (3) recent contracts performed of similar and comparable scale, scope and nature to the requirements as listed in listed in Appendix 1. Each should demonstrate the relevant expertise, skills and knowledge required within the lot. Tenderers must also provide references for each for which they are submitting a tender.

Tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of the reference contracts to the Services required under Appendix 1 of this RFT. For the avoidance of doubt, the contract examples provided must provide a comparability narrative that demonstrates the Tenderer's previous experience relating to the service required as set out in appendix 1 of this RFT. Where services are on-going, contracts which have been performed up to the closing date for receipt of tenders will be considered for evaluation.

Tenderers must provide, for each reference project:

- i. Name of the contract,
- ii. client or contracting authority,
- iii. description of the services provided
- iv. Approximate contract value (ex VAT);
- v. Contract duration (the dates on which, or the periods over which, the services were performed);
- vi. Comparability narrative, how they are similar in nature, size and complexity to the Services required under the Framework concerned;
- vii. the persons to whom the services were delivered;
- viii. Contact details of client referee

Tenderers must provide in respect of each contract example cited at Paragraph 3.2.B(i) above, the contact name and details of each referee in the TRD.

Upon request and without delay, references must be provided on the reference organisation's official/company letter head(s). The customer organisation should be informed that the example contract has been used, and the Contracting Authority may contact the referee for verification purposes without prior notice being given to the Tenderer.

Tenderers may use the same example contracts and references if applicable to another Lot provided that the example contracts meet the requirements of the relevant Lot.

Where the Tenderer fails or is unable to provide the specified documentation or if the information provided does not demonstrate that the Tenderer has provided the services as described above, the Tenderer will be eliminated from the Competition.

A. AWARD CRITERIA

Only those Tenderers who have qualified in accordance with Paragraph 3.1 and 3.2 of this RFT will proceed to be evaluated under this Paragraph 3.3. In submitting a TRD, the onus is on the Tenderer to ensure that their application clearly communicates how it meets specified criteria, as per Appendix 1.

- 3.3.1** Admittance to the Framework Agreement will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the criteria below:

Award Criteria Table

	Award Criteria	Weighting	Maximum Marks Available	Minimum Marks Required (60%)
A.	Service Delivery Methodology	10%	100	60
B.	Contract Management	15%	150	90
C.	Quality of Service Delivery Team	40%	400	240
D.	Environmental and Sustainability	5%	50	n/a
E.	Cost (see Appendix 2)	30%	300	n/a
	TOTAL SCORE	100%	1000	

Tender Response Requirements

	Criteria
A.	Service Delivery Methodology Tenderers must describe their proposed methodology for delivering the Services in respect of any or all of the 3 Lots as described in Appendix 1. This description should include an outline plan for service delivery to ensure high quality, client-focused, timely and cost-effective service delivery, including the following: • The Tenderer's understanding of the requirements of the Contracting Authority • The Tenderer's approach in ensuring an accessible, timely and responsive service to the Contracting Authority • The Tenderer's approach to ensuring the avoidance of duplication of advices to the Contracting Authority • The Tenderer's approach to implementing cost control measures, including optimising the Team deployed to any assignment. Responses are limited to a maximum length of 5 A4 pages.
B.	Contract Management Tenderers must provide the following: ▪ A description of how you intend to ensure an appropriate quality of service is provided and how you will address any deficiencies in service delivery quality including: ○ <i>Performance management and the method of allocation of work within the legal team;</i> ○ Risk management and quality assurance mechanisms in place to ensure an effective delivery of legal services at all times; ○ Communications processes and reporting structure between service provider and Framework Client; ○ The Tenderer's approach to issues management/problem resolution and the escalation procedures it will have available to the Framework Client. ▪ A description of the resolution process you propose to adopt should the Contracting Authority wish to report dissatisfaction with any aspect of the quality of the staff assigned to the Contract or the quality of service provided. ▪ A list of any other actual, potential or perceived conflicts of interest that the Tenderer has in relation to this Call-off Contract (other than conflicts identified at Part 4 of Appendix 1 (Conflicts of Interest) which disqualify a Tenderer from being appointed). Please refer in your response to Part 5 of Appendix 1 (Other Conflicts of Interest). ▪ A description of your proposed methodology for dealing with any other actual, potential or perceived conflicts of interest that may arise during the

	Term of the Contract. This must include how actual, potential or perceived conflicts of interest will be identified, managed and mitigated. Proposed actions and reporting timelines must also be provided. Please refer in your response to Part 5 of Appendix 1 (Other Conflicts of Interest). Responses are limited to a maximum length of 5 A4 pages.
C.	Quality of Service Delivery Team Tenderers must provide the following information: i) List the Service Delivery Team who it is proposed will be directly involved in delivering the required Services Describe the role of each person on the team; ii) Describe the suitability of the resources proposed to provide the Services required; iii) Tenderers must highlight why the size/composition and the expertise of the team is of benefit to the Contracting Authority; iv) Submit an organogram showing the team resource allocation, reporting and management accountability; i) CVs in the form of Biographical Summaries included in the Tender Response Template detailing the relevant post-qualification expertise and experience of each proposed member of the Service Delivery Team and (where applicable) explain the roles each individual will play in relation to Service delivery; and Please also indicate in each CV/Biographical Summary how the requirements of Part 6 of Appendix 1 (Service Delivery Team) are met for each proposed member of the Service Delivery Team. Responses are limited to a maximum length of 3 A4 pages, CVs do not count towards page limits.
D.	Environmental and Sustainability Tenderers must describe how their firm incorporates sustainable practices in the delivery of legal services, such as reducing paper usage, adopting energy-efficient practices, and minimizing travel through digital alternatives. Additionally, outline any social responsibility initiatives, including diversity policies and ethical sourcing, and how these align with your legal services operations.
E.	Cost (See Appendix 2)

EVALUATION OF QUALITATIVE AWARD CRITERIA

The quality criteria will be evaluated solely against the information provided by Tenderers in the Tender Response Document ("TRD"). No reference will be made to information from any other source.

Each of the award criteria will be assessed on an overall basis. A mark will be awarded to each criterion in accordance with the scoring methodology set out below. The individual mark within each band will be allocated based on the respective merit of the response within the category. A minimum

score of 60% is required to pass each criterion. A Tenderer not receiving the minimum percentage score required for any criterion will not be evaluated further and will be eliminated from the Competition.

Qualitative award criteria will be assessed first. Tenderers that have not achieved the required minimum percentage score for any of qualitative award criteria will be eliminated from the Competition without having their costs assessed and their proposed prices will not be considered for the purposes of cost evaluation.

Those Tenderers that score a mark equal to or in excess of the minimum percentage score required for each of the award criteria will proceed to have their Cost evaluated.

Scoring Methodology for Qualitative Award Criteria items will be scored using the following matrix

BAND	SCORE RANGE	MEANING
5	90-100%	A response that demonstrates an excellent understanding of the requirements of the RFT. The response provides great clarity and gives a comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
4	80-89%	A response that demonstrates a very good understanding of the requirements of the RFT. The response is of a high standard and provides comprehensive detail and convincing assurance that the Tenderer will deliver to a very high standard but contains a few, mostly minor, weaknesses and/or does not provide sufficiently comprehensive or convincing assurance to award a higher mark.
3	70-79%	A response that demonstrates a good understanding of the requirements of the RFT. The response gives detailed and mostly convincing assurance that the Tenderer will deliver to a high standard but contains a number of weaknesses and/or does not provide sufficiently comprehensive or convincing assurance to award a higher mark.
2	60-69%	A response that demonstrates a reasonable understanding of the requirements of the RFT. The response gives acceptable assurance that the Tenderer will deliver requirements to an adequate standard but contains a number of weaknesses, that does not provide convincing assurance to award a higher mark.
Less than 60% is unacceptable and considered ineligible from further consideration		
1	1-59%	A response that does not meet the minimum marks required in relation to the delivery of the service. The response lacks convincing detail and there is a significant risk that the contract would be unsuccessful. This may be because, there is insufficient detail in relation to service to be provided, has fundamental flaws, or seriously lacks credibility with a high risk of non-delivery.

EVALUATION OF COST

The Tender whose Total Cost of the Pricing Schedule in Appendix 2 is the lowest will be awarded the maximum marks available for the award criterion cost. All other Tenders will be marked relative to the lowest Total Cost by using the following formulas.

Evaluation of Cost Formula	Lowest Tendered Rate Tendered Rate under evaluation	X Maximum Marks available
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Where a Tenderer has NOT submitted a compliant response to the cost element of the Award Criteria, it will be eliminated from the Competition. Examples of non-compliant responses include:

- Tenderers failing to complete the Pricing Schedule at Appendix 2 in accordance with the requirements set out therein.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, admittance to the Framework Agreement to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.
- (c) The award of any contract is subject to the successful tenderer meeting the required specification and standards as set out in this RFT. Should the required specification and standards not be met, the Contracting Authority reserves the right, to award any contract to the next highest-ranked Tenderer.
- (d) If the evaluation outcome results in a tie between two or more Tenders, then the Tender with the highest score for the highest weighted criterion shall be deemed the most economically advantageous tender. If the score remains in a tie, the remaining criterion will be assessed by the highest weighted until there is no longer a tie.

Tenderers should take note that, where a Call-off Contract is awarded the Contracting Authority will require the Framework Member to whom it has decided to award the Call-off Contract to supply up-to-date evidence as set out in paragraph 3.5.6(a) above. Where

the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 above, then the Contracting Authority may proceed to offer the Call-off Contract to the next highest-ranked Tenderer

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

- 3.5.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2** Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF FRAMEWORK AGREEMENT AND CONFIDENTIALITY AGREEMENT

- 3.6.1** The successful Tenderer must sign and return the Framework Agreement and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Agreement and Confidentiality Agreement returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Call-off Contract in accordance with paragraph 2.1.2 above.
- 3.6.2** Where the signed Framework Agreement and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award admission to the Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case within the separate Tender Response (TRD) which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

1. OVERVIEW

1.1 Introduction to the CCPC

The Competition and Consumer Protection Commission (“CCPC”) was established on 31 October 2014 under the Competition and Consumer Protection Act 2014 (the “2014 Act”). The CCPC is an independent statutory body with responsibilities for competition, product safety, consumer protection and certain aspects of digital law in Ireland. The CCPC promotes compliance with, and enforces, these laws striving to improve consumer welfare across the economy.

The CCPC’s aim is to make markets work better for consumers. To achieve this, we work to influence public debate and policy development, grow public understanding of the importance of open and competitive markets, promote competition and highlight the interests of consumers.

We provide information to consumers about their rights, personal finance and product safety, through a consumer helpline, a dedicated section of our website, public awareness campaigns and through our various financial education initiatives.

The CCPC has a broad statutory remit with the following primary functions:

- Investigating and challenging practices that are damaging to consumers and/or the wider economy;
- Bringing anti-competitive behaviour and practices that are harmful to consumers and/or the wider economy to an end, where necessary via court actions;
- Taking enforcement actions against traders for breaches of consumer protection law;
- Providing information to consumers to help them make informed decisions. The CCPC has a specific role in this regard relating to financial services;
- Examining certain mergers and acquisitions to ensure that they do not result in a substantial lessening of competition in Ireland;
- Advising policy-makers in relation to consumer protection and competition matters;
- Promoting compliance with a new regulatory regime in the grocery sector aimed at ensuring balance and fairness in commercial relationships; and
- Conducting market surveillance in relation to the safety of products covered by a number of EU Directives and Regulations. The CCPC has responsibility for monitoring and processing non-food product recalls in Ireland.
- Regulation of online marketplaces under the Digital Services Act 2024 and oversight of data intermediation services providers and data altruism organisations under the European Union (Data Governance Act) (No. 2) Regulations 2024.

Further information on the CCPC’s functions can be found on www.ccpc.ie.

2. SCOPE OF SERVICES (THE “SERVICES”)

2.1 Lot 1 - Competition law legal services

Background to competition law functions of the CCPC

Civil and Criminal Competition law functions

Lot 1 relates to the provision of litigation support services, and related legal advice services, in relation to the CCPC’s competition law functions.

The Competition Amendment Act 2022 (the “2022 Act”) made extensive amendments to the 2002 Act as well as certain amendments to the 2014 Act, subject to the transitional provisions in section 3 of the 2022 Act.

In the area of competition law enforcement, the CCPC is responsible for enforcing the provisions of the Competition Act 2002, as amended (the “2002 Act”). Under the current competition law enforcement regime, where the CCPC forms a view that section 4 or 5 of the 2002 Act or Article 101 or 102 of the Treaty on the Functioning of the European Union has been breached, the CCPC can initiate court proceedings under section 14A of the 2002 Act to compel parties to stop their illegal activity. Such proceedings can be brought in the Circuit Court or the High Court but are typically brought in the High Court. This is referred to as “civil competition enforcement”. More information on the CCPC’s civil competition enforcement role can be found [here](#). In relation to “hard-core” breaches of competition law by undertakings or individuals, the CCPC can refer files to the Director of Public Prosecutions, who has responsibility for criminal prosecution of Irish or EU competition law breaches. This is referred to as “criminal competition enforcement”. More information on the CCPC’s criminal enforcement role can be found [here](#).

Administrative Competition law functions

The 2022 Act transposed Directive (EU) 2019/1 (ECN+ Directive) into Irish law. The ECN+ Directive ensures that competition authorities in EU Member States have similar powers and can be more effective enforcers of competition law. The 2022 Act introduced an Administrative Enforcement Regime. This gives the CCPC the power to make decisions that undertakings, or associations of undertakings, have breached competition law by engaging in anti-competitive practices, in breach of section 4 or 5 of the 2002 and/or Article 101 or 102 of the Treaty on the Functioning of the European Union.

Mergers

The CCPC is also responsible for reviewing certain mergers and acquisitions that are notified to it under Part 3 of the 2002 Act. The CCPC reviews notified mergers and acquisitions to determine whether the result of a merger or acquisition will be to substantially lessen competition in markets for goods or services in the State.

The scope of the services can be broken down as follows:

(iii) Litigation support services

The CCPC envisages that the scope of Services required from the successful Tenderer may include the provision of litigation support services in relation to the following issues that may

arise in the context of civil/administrative related litigation, merger-related litigation and/or criminal litigation:

- Any potential appeals by notifying parties against a merger determination by the CCPC brought under section 24 of the 2002 Act;
- Any potential applications brought by the CCPC under section 14A 2002 Act;
- Any potential applications brought by the CCPC to the court for confirmation of any administrative decisions made by the Chief Adjudication Officer under the 2002 Act ;
- Any potential appeals against any administrative decisions made by the Chief Adjudication Officer under the 2002 Act;
- Any potential proceedings brought against the CCPC by a party to a competition investigation by the CCPC;
- Any potential judicial review proceedings brought against the CCPC in respect of its competition enforcement and merger review functions;
- Advise on anticipated legal challenges that may arise from searches carried out by the Cartels division under section 37 of the Competition and Consumer Protection Act 2014 (the “2014 Act”);
- Assist with any applications to the High Court under section 33 of the 2014 Act in relation to the seizure of potentially privileged legal material on foot of searches carried out by the CCPC;
- Assist with privacy claims relating to on-going criminal investigations

This list is illustrative only and not exhaustive. The Services required will most likely relate to proceedings in the High Court, and specifically in the Competition List, but there may also be a requirement for assistance with any potential Court of Appeal, Supreme Court or judicial review proceedings that arise.

The scope of litigation support services required under the proposed Services Contract may include: advising on litigation strategy and issues of competition law, the preparation of court documents (e.g. notices of motion, draft orders, affidavits, pleadings), acting as the CCPC’s solicitor on record in any competition law proceedings; managing correspondence with the High Court Central Office; managing correspondence with other parties involved in the litigation; administrative tasks such as production, filing and service of any court papers as required; attendance at court; liaising with counsel and managing any other issues that may arise in relation to such litigation.

(iv) Legal advice and consultancy services on competition law investigations

The CCPC envisages that the scope of Services required from the successful Tenderer may include the provision of legal advice and consultancy services in relation to competition enforcement investigations, including but not limited to:

- Advise on legal professional privilege (“LPP”) claims relating to Requests for Information (“RFIs”) issued to parties during investigations and advise on RFIs more generally ;
- Advise on issues of legal professional privilege and applications to the High Court under section 33 of the Competition and Consumer Protection Act 2014
- Advise on post-search issues such as search warrant challenges and privacy claims.

- Draft correspondence on behalf of the CCPC.
- Advise on on-going civil competition investigations;
- Advise on novel administrative investigations including developing CCPC policies and precedents;
- Advise on legislative matters and developing case law relating to enforcement and merger control;
- Advise on the use of the CCPC's new powers under the 2022 Act relating to investigations (e.g. sealing powers, surveillance etc.);
- Advise the CCPC on request to assist other National Competition Authorities with competition enforcement and merger control in Ireland pursuant to Article 22 of Regulation 1/2003;
- Draft and interpret CCPC policy documents.
- Provide substantive legal advice to the CCPC on EU or Irish competition law as part of the proposed Services Contract.
- Assist with any other work being completed by the Competition Unit, in particular that relating to the enforcement of competition law.

2.2 Lot 2 - Data Protection and Digital law legal services

Background to the data and digital functions

The Digital Services Act 2024 gives further effect to the Digital Services Regulation (EU 2022/2065) in Ireland and designates the CCPC as the competent authority with specific responsibility for online marketplaces under Articles 30, 31 and 32. These Articles impose some specific legal obligations on providers of online marketplaces and the CCPC has powers to investigate infringements and directly sanction online marketplaces with financial penalties. The CCPC also imposes a levy on online marketplaces to finance its functions under the legislation.

The CCPC is also the competent authority for the EU Regulation 2022/868 (the EU Data Governance Act, given further effect by S.I. 734 of 2024, the European Union (Data Governance Act) (No. 2) Regulations 2024), which provides a framework to enhance trust in voluntary data sharing for the benefit of businesses and citizens. This CCPC's regulatory role includes registering, monitoring and supervising Data Intermediation Services Providers and Data Altruism Organisations established in Ireland. The Government are also considering a potential role for the CCPC under the EU Data Act (Regulation (EU) 2023/2854), which makes more data available for use, and sets up rules on who can use and access what data for which purposes across all economic sectors in the EU.

The matters on which legal advice may be sought include:

- Statutory Interpretation;
- Cross-border issues and Irish law;
- Internal and external guidance;
- Cooperation agreements and/or data sharing agreements with other public bodies;
- Advice on investigations including the use of requests for information
- Administrative financial sanctions procedure and decision-making
- Issues relating to the imposition and collection of a levy fee.

The matters on which advice and support on litigation may be sought include references to the High Court in respect of administrative financial sanctions for decision confirmations, appeals or appeals on a point of law; judicial review of any part of the imposition of a levy, investigative and/or enforcement process and debt collections services. This may include advice on letters before action, procedural issues (standing, timing, process), substantive issues (merits, litigation strategy) and acting as the CCPC's solicitor on record in any proceedings and managing the litigation process in close consultation/coordination with the CCPC Legal Team.

The CCPC also seek legal services support on data protection issues affecting the organisation. This includes advice and assistance on issues such as:

- Compliance with the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and Directive (EU) 2016/680 and compliance with all national legislation transposing the GDPR into Irish law;
- Ensuring that the CCPC is "GDPR compliant" as regards any of its data protection policies, procedures and practices;
- Where required, reviewing and updating the CCPC's privacy notices to ensure that they are compliant with data protection law;
- On policies, procedures, templates, notices or contractual provisions adopted by the CCPC relating to data protection;
- Existing records management policies and procedures to ensure compliance with data protection law;
- On matters relating to data retention/destruction, data subject access requests, requests for rectification, requests for erasure and data transfers;
- On the exercise of a data subject rights under Article 15 to 21 of the GDPR;
- On the data protection aspects related to the use of Artificial Intelligence (AI), including assessment of data protection-related risks stemming from the use of specific AI technologies or applications;
- On data sharing agreements with or data transfers to other public bodies including the application of the Data Sharing and Governance Act 2019; and
- Any appeals to the Data Protection Commission.

2.3 Lot 3 - General litigation not falling within Lots 1 or 2

Background to General litigation

The CCPC has a broad remit which also covers consumer protection, product safety and various corporate responsibilities (e.g. data protection, procurement, freedom of information etc). As a public body, its decision-making may be subject to challenge by way of judicial review.

The matters upon which advice may be sought include letters before action, procedural issues (standing, timing, process), substantive issues (merits, litigation strategy) and acting as the CCPC's solicitor on record in any proceedings and managing the litigation process in close consultation/coordination with the CCPC Legal Team.

3. SERVICE DELIVERY REQUIREMENTS

Please read this section in conjunction with Part 6 of Appendix 1 below.

Services to be provided to **the CCPC** must be delivered in a timely and responsive manner. Tenderers must propose a methodology for ensuring that the Services are delivered by the Service Delivery Team in a timely manner, including the procedures for ensuring service is available as required. The CCPC requires a robust contract and relationship management arrangement which will include fee estimates, billing and management information. The successful Framework Member(s) must also provide reliable mechanism to update relevant staff on legislation developments and best practice.

3.1 Litigation support services under Lots 1, 2 and 3

It is anticipated that the CCPC will contact the successful Tenderer when the need for litigation support services arises. In most cases, the CCPC would contact the successful Tenderer with details of (a) the specific proceedings which the CCPC intends to initiate, or (b) in the case of proceedings initiated against the CCPC by another party, the specific proceedings served on the CCPC or to which the CCPC is otherwise a party. Upon receipt of this information, the CCPC and the successful Tenderer will discuss the scope of litigation support services required and, where applicable, the successful Tenderer may be required to provide the CCPC with a cost estimate for providing the relevant litigation support services. No expenses in respect of travel, travel time or subsistence will be payable unless previously agreed in writing with the CCPC.

There is therefore no guarantee of instruction under the Services Contract.

3.2 Additional specific requirements which only apply to Lot 1 (ii) - Legal advice and consultancy services on competition law investigations

Either the Client Relationship Partner or an Associate must be available to provide the services for an average of **1 day per week** over the course of the contract. The Client Relationship Partner must confirm they will supervise the work of the Associate as appropriate. Attendance at the CCPC's office is not required every week but may be required for specific business-related reasons.

There is therefore no guarantee of instruction under the Services Contract.

4. MINIMUM REQUIREMENT IN RELATION TO CONFLICTS OF INTEREST

4.1 Lot 1

During the Services Contract, the CCPC will continue with its competition enforcement and merger review functions. In order to avoid any **actual, potential or perceived conflicts of interest** which may arise, Tenderers will be required to provide a statement on headed paper in their Tender submission confirming that they:

- (a) Have not been and are not currently involved in advising parties who are the subject of any of the CCPC's current or recent competition investigations;

- (b) Will not be involved in advising parties in any future CCPC competition investigations (whether civil, administrative or criminal) commencing during the Term of the Services Contract and for a period of twelve months thereafter.

This is a minimum requirement. **Tenderers who do not meet this minimum requirement will be eliminated from this competition.** The CCPC has full discretion to determine whether this minimum requirement has been met in any particular case.

4.2 Lots 2 and 3

The tenderer represents and warrants that a conflicts of interest check has been carried out, and that check revealed no conflicts of interest.

5. OTHER CONFLICTS OF INTEREST

5.1 Lot 1

The CCPC considers that other actual, potential or perceived conflicts of interest may arise during the Term of the Services Contract that are not covered by the Minimum Requirement in section 4 above. Such other actual, potential or perceived conflicts of interest may include situations where the Tenderer is involved in advising a party who is or who may be:

- the subject of a current Phase 1 or Phase 2 CCPC merger investigation;
- the subject of a future CCPC merger investigation (Phase 1 or Phase 2); or
- otherwise engaging with the CCPC's merger review function (e.g. by submitting jurisdictional queries in relation to potential mergers, advising a party who is a complainant or third party in relation to any merger etc.)

This list is illustrative only and non-exhaustive. It is the responsibility of Tenderers in their response to the Contract Management award criterion B to identify any other actual, potential or perceived conflicts of interest that the Tenderer may have in relation to this Contract and to describe their methodology for identifying and managing any such conflicts of interest.

5.2 Lots 2 and 3

Where a conflict of interest exists or arises or may exist or arise during the procurement process or following contract award the tenderer must inform the CCPC and submit proposals to avoid such conflicts.

6. SERVICE DELIVERY TEAM

6.1 Lot 1, 2 and 3

The team proposed to deliver the services ("Service Delivery Team") must be experienced in the delivery of services which are similar to those required under the proposed Services Contract.

All resources proposed as part of the Service Delivery Team must hold a professional qualification in law i.e. each individual proposed as part of the Service Delivery Team must have been admitted

and be currently enrolled as a solicitor in the Republic of Ireland or hold a professional qualification in law which would be acceptable to the CCPC as being equivalent to the foregoing.

The overall Service Delivery Team must be led by a **Client Relationship Partner (CRP)**. Tenderers must nominate and furnish details of a dedicated CRP who will oversee the effective and efficient operation of all aspects of the Contract. The CRP must be a qualified solicitor and either an equity or non-equity partner or a senior qualified solicitor with at least 10 years' post-qualification experience (PQE). The CRP must have the authority to engage and agree all matters with the point of contact in the CCPC.

The CRP shall be responsible for, *inter alia*, ensuring that all requirements of the RFT are delivered in the most optimal manner. This may involve active participation in dealing with and reporting on:

- Satisfaction levels and work quality;
- Performance reviews and meeting key performance indicators (KPIs);
- Service continuity;
- Quality assurance;
- Preparing management information reports and any other reports as required;
- Liaising with the Contracting Authority to ensure the efficient and effective delivery of services, including responsibility for the outputs of all team members.

For the purposes of evaluating Tender submissions for **Lot 2 and 3**, the Service Delivery Team must be comprised of a Client Relationship Partner, an Associates and a Solicitor. The tenderer must demonstrate the appropriateness and relevant expertise of the resources proposed in their response.

For the purposes of evaluating Tender submissions for **Lot 1**, the Service Delivery Team must be comprised of a Client Relationship Partner, two Associates and a Solicitor. These four team members are the maximum for the primary team. For **Lot 1**, the Client Relationship Partner or one Associate must have a proven track record of advising on competition law investigations.

However, if tenderers' measures for ensuring continuity of service include the provision of alternative team members, CVs can be provided for an alternative Partner, Associate(s) and Solicitor. The same hourly rates will apply for the alternative Partner, Associate(s) or Solicitor as those charged for the primary team members.

The Tenderer must demonstrate the appropriateness and relevant expertise of the resources proposed in their response.

- a Client Relationship Partner is a qualified solicitor and is either an equity or non-equity partner or is a senior solicitor with at least 10 years' PQE,
- Associate(s) are a qualified solicitors with no less than 5 years' PQE but are not a Partner,
- a Solicitor is a qualified solicitor with less than 5 years' PQE

The team proposed Service Delivery Team must be experienced in the delivery of services which are similar to those required under the proposed Services Contract [as noted above, for

Lot 1, the Client Relationship Partner or one Associate must have a proven track record of advising on competition law investigations].

PQE is post qualification experience derived from practical knowledge, skill, or practice in delivering legal services similar to those required by the CCPC. Experience gained practicing as a barrister prior to qualifying as a solicitor can be included to meet the post qualification experience requirement above.

For the purposes of carrying out the Services under the Services Contract, the Successful Tenderer may “downfill”, i.e. substitute an Associate Solicitor and/or a Solicitor with a Partner. The Successful Tenderer may not “upfill”, i.e. substitute an Associate Solicitor with a Solicitor or substitute a Partner with an Associate Solicitor.

Tenderers are required to include the Hourly Rate for trainees/paralegals for information purposes, but such individuals will not form part of the Service Delivery Team to be evaluated.

7. SUSTAINABILITY

The Contracting Authority wishes to comply with the government’s Green Public Procurement strategies and action plans in all their procurement. (See <https://www.gov.ie/en/publication/7b1f8-green-public-procurement-strategy-and-action-plan-2024-2027/>)

To this end tenderers should demonstrate how their environmentally sustainable processes will be embedded in their approach and methodology to the delivery requirements set out in Appendix 1 of this RFT. Where possible tenderers should detail if there are measurable environmental impacts in their approach to the delivery of the goods/service that will positively affect the natural environment and climate change.

8. NOTES TO TENDERERS

Please note, a Tender Response Template has been provided for completion in relation to the Award Criteria. Tenderers may provide other information required (e.g. Tenderer’s Statement) as separate documents to the Tender Response Template.

In accordance with the Government’s Public Service Reform Plan and the Model Publication Scheme published by the Minister for Public Expenditure and Reform in accordance with Section 8 of the FOI Act 2014, it is the practice of the Competition and Consumer Protection Commission to publish on the Competition and Consumer Protection Commission website details of all purchase orders with a value of €20,000 or more and details (contract type, contractor, value, award date, duration and brief description) of all contracts awarded which have a value of €25,000 or more.

Appendix 2: Pricing Schedule

Tenderers shall complete and return the Pricing Schedule, attached in the tender response document.

The rates tendered must be inclusive of all costs (including travel expenses and subsistence) expressed in Euro and exclusive of VAT.

(expand table in the tender response document if required or refer to relevant section of tender submission)

Hourly Rates by Professional Grade

This cost model **applies** to this requirement.

Tenderers must complete the below Matrix in Part C – Cost Response TRD Pricing Template.

Please complete the following table(s):

Award Criterion D – Cost		
Lot 1		
(A) Professional Grade	(B) Hourly Rate	(C) Marks Available per Grade
Client Relationship Partner		100
Associate		75
Associate		75
Solicitor		50
Award Criterion D – Cost		
Lot 2 and 3		
(A) Professional Grade	(B) Hourly Rate	(C) Marks Available per Grade
Client Relationship Partner		125
Associate		100
Solicitor		75

Hourly Rates by Professional Grade

Hourly Rates - An hourly rate for each grade must be entered into column B. Hourly Rates will be evaluated individually for each grade by reference to the lowest rate tendered for that grade e.g. the lowest priced Client Relationship Partner rate will score the maximum marks available, with the Client Relationship Partner rates from all other tenderers scored relative to that rate. The scores for each grade will be totalled to arrive at a total cost score.

The cost of the services for each grade will be scored using the following formula:

$$\text{Cost score available} = \frac{\text{Lowest Tendered Hourly Rate}}{\text{Tendered Hourly Rate under Evaluation}} \times \text{Marks}$$

Important instructions in relation to Hourly Rates

- All Rates submitted must be in EURO exclusive of VAT and must be fully inclusive of out-of-pocket expenses, travel, subsistence, ancillary costs, and any other associated charges. Please note that all costs are fixed for the duration of the contract
- Tenderers will not be permitted to revise the Hourly Rates submitted during the Term of the Services Contract.
- Tenderers may be required to submit cost estimates or specific tasks as part of the Services Contract; however, Tenderers are not permitted to qualify the Hourly Rates submitted in any way (for example, based on the expected number of hours required).
- Given the nature of the Services required, the CCPC is unable to estimate the total hours required for the delivery of the Services. Similarly, the frequency of work required is likely to vary considerably during the Term of the Services Contract and at certain times more or less hours may be required.
- Travel and subsistence fees incurred by the Framework Member, **must be agreed in advance** with the Contracting Authority on a case by case basis and shall be calculated in accordance with the following:

1. Department of Public Expenditure and Reform 18/2018: Domestic Subsistence Allowances.
<https://circulars.gov.ie/pdf/circular/per/2018/18.pdf>

2. Department of Public Expenditure and Reform 07/2017: Subsistence Allowances Abroad.
<http://circulars.gov.ie/pdf/circular/per/2017/07.pdf>

The Successful Tenderer will be paid on submission of monthly VAT invoices, subject to satisfactory delivery of the Services. All invoices must first be submitted in draft form and be accompanied by a written report and time analysis in respect of the work undertaken. The CCPC will pay the Contractor all amounts due and owing within 15 days of the receipt of a finalised valid invoice from the Contractor unless the CCPC disputes any portion of an invoice (in which case the CCPC will notify the Contractor of the amount in dispute and the reasons for same).

The above in no way gives rise to any suggestion, guarantee or warranty in respect of the volume or value of services that may be drawn down by the Contracting Authority pursuant to the Framework from any or all Framework Members.

The hourly rates submitted will be binding for the duration of the Framework Agreement and subject to the terms of the Framework Agreement. The rates submitted will be the maximum rate chargeable for each grade.

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: The Competition and Consumer Protection Commission (the "Contracting Authority")

RE: Request for Tenders for the Supply of Litigation support and legal advice services

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
 - a) the RFT;
 - b) the Framework Agreement and agree that, if offered appointment to the framework, we will execute the Framework Agreement at Appendix 5 of the RFT and the Confidentiality Agreement at Appendix 6 of the RFT;
 - c) the Contract and agree if awarded any contract pursuant to the Framework Agreement to execute the Call-off Contract at Appendix 5 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Services in accordance with our Tender, if awarded any Services Contract pursuant to a Framework Agreement
5. We agree that, if awarded any Services Contract contract pursuant to a Framework Agreement, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract contract pursuant to a Framework Agreement under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this

Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Foreign Subsidies Regulation

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

Appendix 3A: Schedule A – Declaration of no foreign

financial contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]

TO: [Insert name of Contracting Authority] (the “Contracting Authority”) RE:

Request for Tenders for the Supply of [Insert type of services required]

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

SIGNED

Notifying Party

(Authorised Signatory)

Print name

Address

Date

Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis aid* as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required

by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between

€200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required

by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table 2

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

Third Country	Brief Description of the financial contributions
Country A	
Country B	
Country C	
Country D	

Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between

€1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Declaration (Section 7 of Form FS-PP)

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

4. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Table

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

Third Country	Type of Financial Contribution (FC)	Brief Description of the purpose of the FC and the granting entity	Estimated value of the FC
Country A			
Country B			
Country C			
Country D			

Appendix 3A: Schedule E – Notification of Foreign

Financial Contributions

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].

1. Description of the public procurement (Section 1 of Form FS-PP)

2. Information about notifying parties (Section 2 of Form FS-PP)

3. Foreign Financial Contributions – (Section 3 of Form FS-PP)

3.1 For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

3.1.1. In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

3.1.1.1. Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.2. Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

☐ yes ☐ no

3.1.1.3. Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

☐ yes ☐ no

3.1.1.4. In the case the notifying party in question is not an SME:

3.1.1.4.1. has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years

and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account

statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

- 3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

- 3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

- 3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:

- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
- 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
- 3.2.3. Amount of each financial contribution.
- 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
- 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
- 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
- 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
- 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain

why, with reference to the supporting documents provided under Section 6 (below).

- 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.

- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

Table 1

Information to be included in Table 1 below by notifying parties.

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
 - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
 - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
 - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
 - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
 - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
 - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

Third Country	Type of Financial Contribution (FC)*	Brief Description of the purpose of the FC and the granting entity**	Total Estimated value of the FC granted***
Country A			
Country B			
Country C			
Country D			

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

** General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

*** Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)

4.1 For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

5. Possible Positive Effects - (Section 5 of Form FS-PP)

- 5.1** If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

6. Supporting Documentation – (Section 6 of Form FS-PP)

Notifying parties are required to provide the following for each notifying party:

- 6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

- 6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

- 6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

- 6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

7. Attestation (Section 8 of Form FS-PP)

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

[Signatory 1]

[Signatory 2]

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of **Litigation support and legal advice services**

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], having been duly authorised by [Click here and insert name of entity] sincerely declare that [Click here and insert name of entity] itself or any person who has is a member of the administrative, management or supervisory body of [Click here and insert name of entity] or has powers of representation, decision or control in [Click here and insert name of entity]:

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or [Click here and insert name of entity].
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
- (h) That the preparation of the Tender was carried out independently.
- (i) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

(j) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

(k) Is not guilty of grave professional misconduct.

(l) Has not entered into agreements with other economic operators aimed at distorting competition.

(m) Is not aware of any conflict of interest due to its participation in the Competition;

(n) Has not had any prior involvement in the preparation of the Competition;

(o) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

(p) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) .

(q) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known to me

(or who is identified to me by _____ who is personally known to me)

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

Appendix 5: Framework Agreement

The Framework Agreement has been uploaded as a separate document to this RFT

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The Competition and Consumer Protection Commission, of Bloom House, Railway Street, Dublin 1, D01 C576 (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.] (hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the **Services** described in Appendix 1 to the RFT (the “**Services**”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as a preferred Framework member in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement “Confidential Information” means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of **Services** under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “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”), and any

guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

- 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

- i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
- ii which is or becomes public knowledge other than by breach of this clause; or
- iii is independently developed by the Contractor without access to or use of the Confidential Information; or
- iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

- 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
- 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
- 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For

the avoidance of doubt “document” includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11.
 - A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;
 - B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
 - C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
 - D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring

- confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the

provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

- J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Contracting Authority does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.
- N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

Witness

Schedule A to the Confidentiality Agreement: Data Protection

Processing, Personal Data and Data Subjects

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

Subject matter of processing: all information, whether in oral or written (including electronic) form, created by or in any way originating with by the Contracting Authority and/or any Framework Client (including but not limited to his/her employees, agents, independent contractors and/or Sub- contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with Contracting Authority and/or any Framework Client provided under the Agreement which relates to an identified or identifiable natural person;

1.2 Nature of processing

Any Processing (as defined under Data Protection Laws), including without limitation collecting, recording, storing, using, disclosing and erasing, of Personal Data provided by the Client or other consenting individuals to the Contractor for the purpose of the provision by the Contractor of the services under the Agreement.

1.3 Purpose of processing

To allow the Contractor to provide the Services under the Contract. The Contractor should advise Applicants of any other purposes for which the Contractor intends on its own behalf to process the Applicant's Personal Data.

1.4 Duration of the processing

The Contractor and Client will keep the Personal Data for as long as it is necessary to fulfil the purposes for which it was collected as described above and in accordance with the Client's legal and regulatory obligations. This may mean that some information is held for longer than other information by the Contractor and/or the Client.

Insofar as the Contractor intends to use and retain Applicants' Personal Data for purposes unrelated to the Client, the Contractor must advise Applicants of the purpose of such processing (and obtain their consent for such processing) and must inform Applicants of the period for which the Personal Data will be retained by the Contractor.

2. Types of personal data

“Personal Data” as set out in Data Protection Laws including name, gender, postal and email address, telephone number, job titles and any other types of personal data processed as part of the performance of the services under the Agreement.

3. Categories of data subject

Staff and ex-staff and Members and ex-Members of the CCPC, including the CCPC predecessor public bodies, contractors of the CCPC, all applicants and any other category of data subject whose personal data is processed as part of the performance of the services under this Agreement.

End of Document