

Request for Tender

Multi Supplier Framework Agreement for the provision of Legal Services

Tender Procedure: Open Procedure (below OJEU threshold as LTR applies)

Date of Issue: 17 October 2025

Tender Deadline: 21 November 2025 at 11:00 (am)

Part 1: Introduction

1.1 **Digital Manufacturing Ireland** (also referred to as DMI) (the "Contracting Authority") invites tenders ("Tenders") to this request for tenders ("RFT") from economic operators ("Tenderers") for the appointment to a multi supplier 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: a multi-party framework agreement for legal services. The framework agreement will be divided into 2 lots (each a "Lot") as described below. Each Lot will result in a separate framework agreement (each a "Framework Agreement").

- Lot 1: Procurement, Competition & Construction Legal Services
- Lot 2: Corporate, Employment, Property & Regulatory Legal Services

The general requirements and specification of services are outlined in Appendix 1. Please note that the information at Appendix 1 is a non-exhaustive list and merely serves to illustrate the type of services that may be procured under the Framework Agreement.

There are no restrictions on the number of Lots that a Tenderer can either tender for or be appointed to.

This procurement is conducted in accordance with the provisions of Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016), and specifically under the Light Touch Regime (LTR) applicable to certain social and other specific services.

The services being procured fall within the scope of Annex XIV of Directive 2014/24/EU, and more specifically, are classified under CPV code 79100000-5 (Legal services). Legal services are explicitly listed as subject to the LTR, which allows for greater flexibility in the design of the procurement process, while still adhering to the principles of transparency, equal treatment, and non-discrimination.

In accordance with Regulation 74 of S.I. No. 284 of 2016, contracting authorities may determine the most appropriate procedures for the award of contracts for Annex XIV services, provided that they comply with the overarching obligations of the Treaty on the Functioning of the European Union (TFEU).

Given the nature of legal services, including the requirement for confidentiality, the need to address potential conflicts of interest, and the importance of professional expertise and trust, DMI has adopted a Framework Agreement model with the option to award Call-Off Contracts using flexible mechanisms such as direct award, cascade ranking, or mini-competition. This structure is appropriate and proportionate to the subject matter and value of the contract, and enables DMI to respond efficiently to its legal service requirements while maintaining fair access and competition within the framework.

Accordingly, this tender process is conducted under the Light Touch Regime and is not subject to the full procedural requirements of the standard public procurement rules.

1.3 *Not Used*

1.4 Any Framework Agreement that may result from this Competition will be issued for a term of **36 months** ("the Term").

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to **12 months** with a maximum of **two** such extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed Framework Agreement may amount to some **€470,000** (excl. VAT) across all Lots over the Term and any possible extensions.

The following provides an estimate of the expenditure by Lot

- Lot 1: Procurement, Competition & Construction Legal Services – **€160,000**
- Lot 2: Corporate, Employment, Property & Regulatory Legal Services – **€310,000**

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 this Competition 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 any Framework Agreement and Call Off Contract that may result from this Competition and therefore increase their social and economic benefits.

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 this Competition, 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 This RFT does not constitute an offer or commitment to enter into a Framework Agreement and Call Off Contract.

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 this Competition 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 award of a Framework Agreement does not confer exclusivity on the successful Tenderer.

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.

2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

2.1.6 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, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

2.3 FRAMEWORK AGREEMENT

2.3.1 Tenderers should note the terms and conditions of the Framework Agreement.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement.

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, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME/SUBCONTRACTOR

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 Framework Agreement, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

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 file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must click on the "paper plane" icon first and then on the "Submit" button. After 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 resubmitted. 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 **11:00 on Friday, 21 November 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 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF (Scanned versions without a word search function are strongly discouraged). The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.6.6 External hyperlinks as a source of information or part of the tender response are not permitted.

2.7 QUERIES & 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 **15:00 on Friday, 07 November 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

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.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

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 Framework Agreement and 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.

2.10.6 Tenderers are advised that all prices submitted in response to this RFT shall be deemed **fixed and inclusive of all costs** for the **entire duration of the Framework Agreement**, including any extensions, if applicable.

No price increases or adjustments will be accepted during the term of the Framework Agreement, regardless of changes in market conditions, inflation, or other cost

factors. Tenderers should take this into careful consideration when formulating their pricing strategy, ensuring that all foreseeable costs, risks, and obligations are appropriately reflected in the prices submitted.

By submitting a Tender, the Tenderer confirms that the proposed pricing is sustainable and fully inclusive of all deliverables, overheads, profit margins, and any other associated costs for the full term of the Framework

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

2.11.1 In the performance of any Framework Agreement and 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 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 any Framework Agreement or 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

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 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 award of any Framework Agreement 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.

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

Not Used

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Framework Agreement and Call Off Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000
Product Liability	N/A
Type of Insurance	Indemnity Limit

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Framework Agreement and/or Call Off Contract under this Competition,

(i) they will, from the date of execution of the Framework Agreement (as defined in the Framework Agreement), 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 award of (and shall be a condition of any Framework Agreement and Call Off Contract.

2.21.3 The successful Tenderer will, during the term of the Framework Agreement and Call Off 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 & Award Criteria

3.1 COMPLIANT TENDERS

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 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 ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD 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;

(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;

(iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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 and
(iii) that it 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) and
(iv) that the origin of goods, 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) then 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 and
(iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Call Off 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)

then, 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 (ALL LOTS)

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.

3.2A Financial & Economic Standing (All Lots)

(i) **Turnover:** Tenderers who are applying must have a minimum annual turnover of not less than **€1,500,000** in each of the last three (3) financial years (or, if the date of establishment was more recent, for the years the Tenderer has been established).

(ii) **Solvency**: The Tenderer must declare by way of the eESPD that it is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due and will upon request, prior to (and as a condition of) appointment to the Services Framework Contract provide the Contracting Authority with a letter from their principal auditors confirming the Tenderer is able to pay its debts, identified on the current statement of assets and liabilities as being the debts as they fall due.

Tenderers must declare 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.

3.2B Technical & Professional Ability (All Lots)

Tenderers must declare by way of eESPD that they satisfy the technical and professional 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.

Tenderers will either pass or fail these Selection Criteria.

(i) **Quality Assurance**: Tenderers must declare by way of eESPD that they have policies and procedures in place for each of the following to meet the Quality Assurance requirement. Tenderers will either pass OR fail this qualification criterion. Copies of these policies may be requested.

- Client Management
- File Management
- Claims & Regulatory Management
- Practice & Systems Management
- Cyber Security & IT Systems Management
- Financial Management

(ii) **Conduct:** Tenderers must declare by way of eESPD that none of the Legal Practitioners who will provide or who may be proposed to provide the Services have been found guilty of misconduct pursuant to the Solicitors Act 1954 -2015 and the Legal Services Regulation Act 2015 as amended, or in the case of Legal Practitioners from outside the Republic of Ireland, the equivalent legislation, rules or regulations, in the last five (5) years.

(iii) **Practising Certificate:** Tenderers must declare by way of eESPD that all of the Legal Practitioners who will provide or who may be proposed to provide the Services will hold current valid practising certificates to act as a Legal Practitioners in Ireland issued by the Law Society of Ireland in accordance with the Solicitors Act 1954-2015, (as amended).

(iv) **Previous Experience:** A Tenderer must have provided legal services of a similar nature in terms of range and complexity to the services required by DMI, within 36 months prior to the response deadline.

In order to demonstrate the minimum experience referenced above and to ensure the proper conduct of the competition, **Tenderers must describe in their tender in no more than 3,000 words,** the legal services provided to three (3) reference clients, including but not limited to the description of services provided and the date(s) on which such services were provided.

Tenderers should include the corporate name, reference name, address, email address and telephone number for each reference client. DMI may contact these referees for verification or clarification of the reference without prior notice to the Tenderers.

(v) **Organisational Resource**: Tenderers must declare by way of eESPD that they have the following minimum resources available.

Lot	Partner	Associate	Solicitor
1	1	2	2
2	2	3	3

(vi)

3.3 AWARD CRITERIA (ALL LOTS)

3.3.1 The Framework Agreement will be awarded to the five (5) highest ranked Tenderers in each Lot on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

#	Description	Marks Available	MQT
AC1	Quality and Balance of Resources Proposed, including Key Personnel	400	240
AC2	Approach & Methodology	250	150
AC3	Environmental & Sustainability	50	30
AC4	Cost	300	N/A

Tenderers must ensure their submissions address the minimum response requirements, under each Award Criterion, AC1 – AC3, further detail of which is available within **Part 4 Aide-Memoire (Award Criteria).**

Qualitative Evaluation Methodology

For the purposes of determining marks for each qualitative award criterion AC1, AC2 and AC3, the following bandings and weightings will apply

Band	Score Assigned
A: Excellent	100%
B: Very Good	80%

C: Good	60%
D: Fair	40%
E: Poor	20%
F: Not Acceptable	0%

Part 4 to the RFT sets out the **Band Descriptions by Award Criterion**

Worked Example

For the purposes of illustration, the following matrix provides Tenderers with a worked example of the application of the qualitative scoring methodology.

By way of example, the evaluation team determined that the band into which Tenderer A's response fell for each qualitative award criteria is as follows

Award Criteria	Marks Available	Scoring Bands					
		A	B	C	D	E	F
AC1	400	400	320	240	160	80	0
AC2	250	250	200	150	100	50	0
AC3	50	40	40	30	20	10	0

Award Criteria	Assigned Band	Score
AC1	A	400
AC2	B	200
AC3	C	30
Total Quality Score		**630**

For the award criteria AC1 to AC3, Tenderers must achieve a minimum rating of 60% of the total marks (i.e. Band C score) available for each of the individual qualitative criteria in order to avoid elimination from the competition.

Cost Evaluation Methodology

Tenderers must submit their pricing proposals strictly in accordance with the instructions below.

1. **Hourly Rates**: Tenderers are required to provide a single **all-inclusive hourly rate** (excluding VAT) for each of the following professional grades:
    - **Partner**
    - **Associate**
    - **Solicitor**

    The hourly rates should be expressed in Euro (€) and must be fully inclusive of all costs, overheads, profit margin, insurance, travel, subsistence, and any other expenses necessary for the performance of the services.
2. **Pricing Compliance**: Tenderers must complete the **Pricing Schedule** (Appendix 2) in full and must not amend its format. Failure to comply with these pricing

instructions or submission of incomplete or conditional pricing may result in the Tenderer being disqualified.

3. **VAT**: All prices must be quoted **exclusive of VAT**. The applicable VAT will be added by the Contracting Authority where relevant during contract performance.

Pricing Matrix

Professional Grade	Tendered Hourly Rate	Marks Available
Partner	€ [XX]	50
Associate	€ [XX]	150
Solicitor	€ [XX]	100

where

- a Partner is a qualified solicitor with more than 10 years PQE, who is a member of the firm sharing in its management, assets, and liabilities, provided that such solicitor shall have not less than ten (10) years' post-qualification experience (PQE)
- an Associate is a qualified solicitor with more than 5 years PQE but not a Partner
- a Solicitor is a qualified solicitor with less than 5 years PQE.

Cost will be evaluated by reference to the Hourly Rates for each professional grade and each professional grade will be marked using the following formula:

$$\text{Professional Grade Cost Score} = \frac{\text{Lowest Tendered Hourly Rate}}{\text{Tendered Hourly Rate under Evaluation}} \times \text{Marks Available}$$

The overall cost score will be the sum of the individual professional grade scores.

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

(a) the successful Tenderers 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.

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 SIGNED FRAMEWORK AGREEMENTS

3.6.1 The successful Tenderer must sign and return the Framework Agreement 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 returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Framework Agreement has 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 the Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Part 4: Aide Memoire

Award Criteria & Evaluation Guidance

1. Minimum Response Requirements

The following table provides Tenderers with details of the **Minimum Response Requirements matched to each of the stated award criteria.**

AC#	Description	Minimum Response Requirements
AC1	**Quality and Balance of Resources Proposed, including Key Personnel**	Tenderers **must provide**: • A detailed description of the proposed team structure, showing roles, reporting lines, and how the team will be organised to deliver the required legal services effectively. • A clear statement confirming the availability of sufficient qualified resources to deliver the services, and to manage competing priorities or simultaneous assignments without disruption. • CVs for all proposed Key Personnel, clearly outlining their qualifications, professional experience, areas of expertise, and relevant previous work demonstrating their capacity to deliver services of similar scope and complexity. • An explanation of how the composition of the proposed team ensures a suitable balance of seniority, specialist knowledge, and practical skills necessary to address the legal practice areas described in this RFT. • A narrative describing the overall suitability of the proposed team, demonstrating that: o The mix of personnel is appropriate to deliver high-quality, timely, and cost-effective legal advice; o The team's collective experience includes working with public sector bodies in Ireland (or comparable jurisdictions), understanding relevant statutory and regulatory obligations; o The team can work collaboratively with the Contracting Authority's in-house staff, external stakeholders, and other advisors as required; o The team structure supports continuity of service, knowledge retention, and the efficient handover of work in the event of changes to Key Personnel.
AC2	**Approach & Methodology**	Tenderers **must provide**: • A lot-specific methodology outlining how services will be planned, executed, monitored, and evaluated. • Details on how clear and effective communication with the Contracting Authority will be maintained throughout the contract.

		• An outline of quality assurance measures and risk management processes to ensure delivery of services to a high standard. • A business continuity plan describing how the Tenderer will maintain service delivery during disruptions (e.g., staff turnover, unforeseen absences). • An explanation of how resources will be allocated and managed to deliver timely, reliable services for each Lot tendered for.
AC3	**Environmental & Sustainability**	Tenderers **must provide**: • A description of specific measures the firm implements to promote environmental sustainability in delivering legal services (e.g., paper reduction, energy-efficient offices, remote working). • Information on policies or initiatives that demonstrate the firm's commitment to sustainability and responsible business practices. • Details of any corporate social responsibility (CSR) initiatives, such as diversity and inclusion policies, community engagement, or ethical supply chain practices, and how these are integrated into the delivery of legal services.

2. Page Limitations

Tenderers must adhere to the specified page limits when preparing their responses to the Tender. The following table outlines the maximum number of A4 pages permitted for each Award Criterion:

AC#	Description	Page Limitations
AC1	**Quality and Balance of Resources Proposed, including Key Personnel**	Excluding the CV's, the Tenderer's response must not exceed **8 x A4 Pages** Each CV must not exceed **two (2) x A4** pages for each key resource proposed and must outline: • Name • Proposed Role in the Service Delivery Team • Details of education/qualifications • Expertise and previous experience relative to the service to be provided
AC2	**Approach & Methodology**	The Tenderer's response must not exceed **6 x A4 Pages**
AC3	**Environmental & Sustainability**	The Tenderer's response must not exceed **3 x A4 Pages**

3. Evaluation Band Descriptions by Award Criterion

The following matrix provides a **structured scoring framework** that describes how proposals will assessed across three award criteria (AC1, AC2, AC3), using six evaluation bands (A–F) ranging from "Excellent" to "Not Acceptable," with descriptions of **performance expectations for each band and criterion.**

Band	Meaning		
	AC1	AC2	AC3
A Excellent	The proposed team composition and Key Personnel fully meet and significantly exceed the requirements. The team demonstrates exceptional expertise, highly relevant experience, clear depth and breadth of skills, and a robust plan for ensuring continuity and capacity. CVs are outstanding and clearly demonstrate capability to deliver complex work for a Contracting Authority.	Methodology is clear, comprehensive, tailored to the Lots, and demonstrates exceptional understanding of requirements. Excellent detail on planning, execution, monitoring, risk management, quality assurance, communication, and business continuity. Innovative solutions and clear added value are evident.	Demonstrates a clear commitment to sustainability that significantly exceeds requirements. Provides strong, credible measures for reducing environmental impact, clear evidence of sustainable practices in legal work, and robust social responsibility initiatives with measurable impact.
B Very Good	The proposed team fully meets the requirements and demonstrates very strong qualifications and relevant experience. Resources are well-balanced with clear roles and responsibilities, strong CVs, and sufficient capacity. Minor non-material gaps only.	Methodology fully meets requirements and demonstrates very strong understanding and clear, practical processes. All key aspects are covered in detail with minor non-material gaps. Strong evidence of proactive risk and quality management.	Fully meets requirements with strong sustainable practices and CSR policies relevant to the contract. Provides good evidence and clear alignment with public sector sustainability goals.
C Good	The proposed team meets requirements. The Key Personnel have appropriate qualifications and relevant experience, with reasonable coverage of required skills and grades. CVs and resource plan are adequate but not exceptional. Some minor weaknesses are noted.	Methodology meets requirements overall. Describes reasonable processes for planning and delivery, with clear communication and risk controls. Minor areas lack detail but do not materially impact credibility.	Meets requirements. Describes reasonable measures for environmental responsibility and some CSR practices. Adequate but not exemplary.
D Fair	The proposed team partially meets requirements. Some relevant experience is evident but there are notable gaps in seniority,	Methodology partially meets requirements. Some generic or underdeveloped content. Limited evidence of	Partially meets requirements. Limited detail or generic sustainability measures. Little

	balance or resource capacity. CVs are vague or incomplete in parts. Confidence in delivery is reduced.	specific planning, risk or quality controls. Raises moderate concerns about practical delivery.	evidence of social responsibility initiatives.
E Poor	The proposed team does not adequately meet requirements. Significant gaps in qualifications or experience; insufficient or unclear resources; CVs lack detail. The proposal does not provide confidence that sufficient quality personnel are available.	Methodology does not adequately meet requirements. Vague, generic, or lacks key elements (e.g., unclear communication plan, insufficient risk management). Significant doubts about practical effectiveness.	Does not adequately meet requirements. Minimal or unclear measures; weak evidence of actual sustainable practice.
F Not Acceptable	The proposed team fails to address the requirements. No credible information on Key Personnel or resources is provided. Response is wholly inadequate or absent.	Methodology wholly fails to address requirements or is missing altogether. Response does not demonstrate any credible approach.	Fails to address environmental or sustainability requirements. Response is wholly inadequate.

Appendix 1: Requirements & Specification

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case 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. Introduction

The Contracting Authority (**Digital Manufacturing Ireland**) is engaging in a competitive process for the establishment of a Framework Agreement for the provision of Legal Services.

The initial engagement will be for a period of thirty six (36) months, with an extension allowable for a two (2) additional periods of twelve (12) months each.

In summary, the Contracting Authority is seeking to establish a Multi Supplier Framework Agreement comprising of two (2) Lots, each Lot representing a practice area. Five (5) Framework Members will be appointed to each Lot. Tenderers may apply for all Lots and may be appointed to both Lots.



This procurement is conducted in accordance with the provisions of Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016), and specifically under the Light Touch Regime (LTR) applicable to certain social and other specific services.

The services being procured fall within the scope of Annex XIV of Directive 2014/24/EU, and more specifically, are classified under CPV code 79100000-5 (Legal services). Legal services are explicitly listed as subject to the LTR, which allows for greater flexibility in the design of the procurement process, while still adhering to the principles of transparency, equal treatment, and non-discrimination.

In accordance with Regulation 74 of S.I. No. 284 of 2016, contracting authorities may determine the most appropriate procedures for the award of contracts for Annex XIV services, provided that they comply with the overarching obligations of the Treaty on the Functioning of the European Union (TFEU).

Given the nature of legal services, including the requirement for confidentiality, the need to address potential conflicts of interest, and the importance of professional expertise and trust, DMI has adopted a Framework Agreement model with the option to award Call-Off Contracts using flexible mechanisms such as direct award, cascade ranking, or mini-competition. This structure is appropriate and proportionate to the subject matter and value of the contract, and enables DMI to respond efficiently to its legal service requirements while maintaining fair access and competition within the framework.

Accordingly, this tender process is conducted under the Light Touch Regime and is not subject to the full procedural requirements of the standard public procurement rules.

The Contracting Authority estimates the expenditure on the services covered by the proposed contract to be approximately €470,000 (excluding VAT) over the Term and potential extensions. It is crucial for tenderers to understand that this figure is an estimate based on current and anticipated future usage.

It is anticipated that this contract will be awarded in Q1 2026 with the contract commencing during Q1 2026.

2. Overview of the Contracting Authority

Digital Manufacturing Ireland (DMI) is an organisation dedicated to transforming the manufacturing value chain through innovative technology, with substantial investment from the Government. DMI focuses on four integrated pillars: technology, supply chain, operations, and skills and culture transformation. By addressing these areas, DMI aims to revolutionise manufacturing processes and bolster the industry's overall efficiency and competitiveness.

2.1 Mission

DMI's mission is to act as a national facilitator, enabling Irish-based manufacturers to access, adopt, and accelerate the implementation of new digital technologies. These advancements are designed to solve real-world challenges and enhance the future competitiveness of the Irish manufacturing sector.

2.2 Vision

The vision of Digital Manufacturing Ireland is to position Ireland's discrete manufacturing base at the forefront of digital transformation. DMI seeks to ensure that Ireland is internationally recognised for having a vibrant, collaborative, competitive, and digitally enabled industry base, ideally suited to delivering the next generation of manufacturing solutions.

2.3 Values

- Open to All: DMI is committed to supporting all manufacturers, from small and medium-sized enterprises (SMEs) to multinational corporations (MNCs), regardless of their size or level of technological maturity.
- Benefits-Driven: The organisation measures its success based on tangible benefits, focusing entirely on the impact rather than the output.
- Collaboration-Based: DMI aspires to create ecosystems for industry partners both nationally and internationally. By sharing experiences, best practices, and impactful solutions, DMI aims to foster a collaborative environment that benefits all stakeholders.

3. Scope of Services Required

Lot 1: Procurement, Competition & Construction Legal Services

The following table sets out the typical subject matter that may arise in this Lot. Tenderer should note that this is not exhaustive, rather it is indicative of the types of matters that the successful Tenderer may be required to advise the Contracting Authority on.

Practice Area	Typical Subject Matter
Procurement Law	Advice will be required to ensure compliance with national and EU public procurement rules and best practice. Typical subject matters include • Supporting the procurement team on compliance with procurement legislation (both national and European), including the interpretation and practical application of relevant statutory instruments, EU Directives, and case law; • Advising on the appropriate procurement procedures and strategy for works, services, and supplies; • Drafting and reviewing tender documentation and contract conditions to ensure compliance with applicable laws and policies; • Advising on evaluation criteria, clarifications, tenderer communications, and best practice in conducting transparent and robust procurement processes;

	• Advising on the impact of domestic and EU court judgments on both strategic and day-to-day procurement activity, including any necessary updates to procedures and documentation; • Supporting the Contracting Authority in managing procurement challenges, bidder queries, and formal complaints; • Representing or advising the Authority in procurement-related disputes, including court proceedings or applications under the Remedies Regulations.
Competition Law	Legal services in this area will ensure that the Authority's procurement and contractual arrangements comply with Irish and EU competition law requirements. Typical subject matters include: • Advising on compliance with rules prohibiting anti-competitive agreements and practices; • Assessing the competition aspects of framework agreements, joint ventures, or consortium arrangements; • Providing guidance on potential State aid implications and obligations under competition law in the context of funding and grant schemes; • Advising on interactions with regulatory bodies such as the Competition and Consumer Protection Commission (CCPC) and the European Commission.
Construction Law	Legal services may be required in connection with the planning, procurement, execution, administration, and dispute resolution aspects of construction and infrastructure projects. Typical subject matters include: • Drafting, reviewing, and negotiating construction contracts (including Public Works Contracts, bespoke agreements, consultant appointments, collateral warranties, bonds, and guarantees); • Advising on contract management, performance issues, claims for extensions of time, additional costs, defects, or variations; • Providing guidance on statutory obligations including Health & Safety legislation and Building Control regulations; • Advising on dispute avoidance and resolution, including mediation, conciliation, adjudication, arbitration, and litigation; • Assisting with risk allocation, insurance provisions, and contractual enforcement.

Lot 2: Corporate, Employment, Property & Regulatory Legal Services

The following table sets out the typical subject matter that may arise in this Lot. Tenderer should note that this is not exhaustive, rather it is indicative of the types of matters that the successful Tenderer may be required to advise the Contracting Authority on.

Practice Area	Typical Subject Matter
Corporate and Contract Law	Legal advice may be required on various aspects of corporate governance and contractual arrangements. Typical subject matters include: • Advising on the statutory powers and duties of the Contracting Authority and its subsidiaries (where relevant);

	• Drafting, reviewing, and negotiating a wide range of commercial contracts, service level agreements, and inter-agency arrangements; • Advising on contract formation, interpretation, enforceability, and termination; • Advising on compliance with statutory requirements under Irish company law (where applicable); • Providing support on corporate structures, delegations, and governance policies.
Employment and Pensions Law	The appointed legal advisors will be expected to support the Authority in managing its obligations as an employer. Typical subject matters include: • Advising on recruitment, employment contracts, policies, codes of conduct, and internal procedures; • Providing guidance on employee rights, equality, disciplinary processes, grievances, performance management, and dismissals; • Advising on compliance with statutory employment protections and public sector terms and conditions; • Providing advice in relation to pensions matters, including public sector pension schemes and related statutory obligations; • Representing or advising the Authority in employment disputes, including before the Workplace Relations Commission and Labour Court.
Intellectual Property Law	Legal support may be required to protect, manage, and exploit the Authority's intellectual property assets. Typical subject matters include: • Advising on the creation, ownership, licensing, and enforcement of intellectual property rights (including copyright, trademarks, patents, and design rights); • Drafting and reviewing IP clauses in contracts, collaboration agreements, and research or development arrangements; • Advising on data ownership and rights in software, digital platforms, and technical know-how; • Providing guidance on managing IP disputes or infringement issues.
Landlord and Tenant Law	The Contracting Authority may hold interests in property either as landlord or tenant. Typical subject matters include: • Advising on lease negotiations, renewals, rent reviews, and break options; • Drafting, reviewing, and interpreting lease agreements, licences, wayleaves, or easements; • Advising on compliance with statutory obligations and maintenance responsibilities; • Providing support on disputes relating to occupancy, dilapidations, or recovery of possession.
Data Protection Law	The appointed advisors must have strong expertise in data protection law to ensure the Authority's ongoing compliance with the General Data

	Protection Regulation (GDPR) and Irish data protection legislation. Typical subject matters include: • Advising on data processing activities, data sharing, and drafting/reviewing data processing agreements; • Providing guidance on data subject rights, consent, data breaches, and notification requirements; • Advising on data governance policies and procedures, data protection impact assessments (DPIAs), and related compliance measures; • Representing or advising the Authority in relation to investigations or enforcement actions by the Data Protection Commission.
Freedom of Information (FOI) Law	The appointed legal advisors must assist the Authority in fulfilling its obligations under the Freedom of Information Act 2014 (as amended). Typical subject matters include: • Advising on the interpretation and application of FOI legislation and related statutory codes; • Providing guidance on exemptions, redactions, and balancing FOI obligations with confidentiality and data protection requirements; • Assisting with the preparation of FOI responses and handling requests for internal review; • Advising on appeals to the Office of the Information Commissioner and related proceedings.

4. Call Off & Drawdown Mechanisms

Under this Framework Agreement, Call-Off Contracts for the provision of Services may be awarded by DMI through one of the following mechanisms, depending on the nature, value, and urgency of the requirement.

4.1 Cascade Mechanism: Where the estimated value of the required Services (i.e. for a particular instruction or matter) falls below €50,000, DMI may directly award the Call-Off Contract to a Framework Member in accordance with a ranked order of Framework Members. If the highest-ranked member declines or is unable to perform the Services (e.g., due to conflicts of interest or capacity constraints), DMI may offer the contract to the next-ranked member, and so on.

For the avoidance of doubt, the threshold referenced above applies **on a per-matter or per-instruction basis**. It does **not** apply cumulatively across multiple instructions or engagements under the Framework Agreement.

4.2 Mini-Competition: Where the estimated value of the required Services exceeds €50,000, or where DMI considers a Mini-Competition to be the most appropriate route (e.g., due to timing, conflicts, or resource considerations), a Mini-Competition may be conducted among Framework Members. The award will be made based on the most economically advantageous tender, using the original award criteria (or varied weightings as specified in the Mini-Tender request).

4.3 Direct Award in Specific Circumstances: DMI may directly award a Call-Off Contract to a Framework Member without using the Cascade or Mini-Competition mechanisms, where in the sole opinion of DMI:

(i) the Member is deemed the most appropriate based on its original Tender;

(ii) the Services are a continuation or repetition of previous work;

(iii) Only one Member has the necessary proprietary or specialist expertise;

(iv) Only one Member has immediate availability for time-critical work; or

(v) Only one Member has the necessary internal capacity or resources.

DMI is under no obligation to award any Call-Off Contract under the Framework and reserves the right to procure Services through alternative means where necessary.

5. Service Standards

The following service standards will apply to the provision of Services:

- Telephone messages will be returned as soon as possible, but certainly within the same day. Telephone messages left after 5:00pm will be returned no later than noon the following business day. The Framework Member will ensure that if the solicitor assigned to the Services cannot return the call personally, his/her secretary or assistant will do so, even if only to inform DMI that they are unavailable and to give a time when DMI can expect a call back.
- All e-mail correspondence shall be responded to within 24 hours, even if only to acknowledge receipt. If the Framework Member is not in a position to answer any queries raised by the e-mail within that 24 hour period, the acknowledgement will contain a date by which a detailed response to the queries raised will be sent.
- The Framework Member will ensure that voicemail and e-mail will have recorded greetings activated when the solicitor who is dealing with DMI is not available and where necessary will provide contact details of a party within the firm to whom the message can be directed in cases of urgency.
- The Framework Member will ensure that if a solicitor acting for DMI on an active matter knows in advance that they are going to be out of the office for more than three consecutive working days, they will, where possible, advise DMI of their absence at least five working days ahead of their departure from the office and provide contact details of the solicitor who will be covering the matter during any absence.
- Each DMI matter will be managed directly by a partner with specialism in the requisite area. Although the work may be managed on a daily basis by other members of the team, the partner will take a hands on role in the running of the case and will be available at all times to DMI save as provided.
- All correspondence in relation to DMI matters will be handled promptly upon receipt.
- All charges and expenses will be explained in detail as early as possible. DMI will be fully and continuously briefed on all unanticipated charges or budget overages.
- The Framework Member will ensure that the solicitor on a matter will personally review a draft of the bill with their contact in DMI legal unit prior to it issuing to be sure all items are clear and understandable.
- Finalised and agreed bills will be sent in a timely manner.
- The Framework Member will ensure that any solicitor working on a DMI matter will act proactively in the best interests of DMI.
- The Framework Member will ensure that the solicitor leading the team dealing with any DMI instruction will update DMI regularly and shall provide a formal, written up-date on progress or step plans in the matter at least once a month or more often if DMI deems it appropriate.
- At DMI's request, a quarterly review meeting will be held to review the progress of the work and the performance of the solicitors.

- The Framework Member will keep DMI informed of seminars, CPD and other educational programmes and know-how it is offering which might be of benefit to DMI.

Appendix 2: Pricing Schedule

Pricing Instructions

Tenderers must submit their pricing proposals strictly in accordance with the instructions below.

1. **Hourly Rates**: Tenderers are required to provide a single **all-inclusive hourly rate** (excluding VAT) for each of the following professional grades:

    - **Partner**
    - **Associate**
    - **Solicitor**

    The hourly rates should be expressed in Euro (€) and must be fully inclusive of all costs, overheads, profit margin, insurance, travel, subsistence, and any other expenses necessary for the performance of the services.

2. **Pricing Compliance**: Tenderers must complete the **Pricing Schedule** in full and must not amend its format. Failure to comply with these pricing instructions or submission of incomplete or conditional pricing may result in the Tenderer being disqualified.

    The Pricing Schedule to be submitted is attached as a **MS Excel file** to this RFT titled **"Pricing Schedule.xls"**

3. **VAT**: All prices must be quoted **exclusive of VAT**. The applicable VAT will be added by the Contracting Authority where relevant during contract performance.

Professional Grade	Tendered Hourly Rate	Marks Available
Partner	€ [*]	50
Associate	€ [*]	150
Solicitor	€ [*]	100

Where;

- a Partner is a qualified solicitor with more than 10 years PQE, who is a member of the firm sharing in its management, assets, and liabilities, provided that such solicitor shall have not less than ten (10) years' post-qualification experience (PQE)
- an Associate is a qualified solicitor with more than 5 years PQE but not a Partner
- a Solicitor is a qualified solicitor with less than 5 years PQE.

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: **Digital Manufacturing Ireland** (the "Contracting Authority")

RE: Request for Tenders for the **Provision of Legal 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 Framework Agreement, we hereby 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 the RFT, and the Framework Agreement and agree if appointed to execute the Framework Agreement 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 Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Call Off Contract, 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 Call Off Contract under the RFT, have in place on the Effective Date of the Call Off 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 Framework Agreement) 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: .....

(Authorised Signatory)

Print Name .....

Company .....

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: Digital Manufacturing Ireland (the "Contracting Authority")

RE: Request for Tenders for the Provision of Legal Services

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: .....

(Authorised Signatory)

Print Name .....

Notifying Party .....

Address .....

.....

Date .....

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of Legal Services

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
    a. ever 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. ever 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 the law of the state in [Click here and insert name of entity] is established.
    c. ever 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. ever 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. ever 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. ever 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.
3. [Click here and insert name of entity]:
    a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
    b. has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]:
    a. 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).

b. 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.

c. is not guilty of grave professional misconduct.

d. has not entered into agreements with other economic operators aimed at distorting competition.

e. is not aware of any conflict of interest due to its participation in the Competition;

f. has not had any prior involvement in the preparation of the Competition;

g. 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.

h. 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) .

i. 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.

5. [Click here and insert name of entity] 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);

6. The origin of goods connected to the 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);

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender 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).

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

Declared before me by ..... who is personally

known to me

(or who is identified to me by ..... who is personally

known to me) or*

at ..... this ..... day of 2025

.....

(signed)
Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

END OF DOCUMENT