

Schedule of Clarifications

Multi Supplier Framework Agreement for the provision of Legal Services

Tender Procedure: Open Procedure

CfT ID: 6804404

DIGITAL MANUFACTURING IRELAND

Clarifications – Tranche 1 (clarifications received up to and including 17:00 on 21 October 2025)

Issued on 22 October 2025

e-Tenders Msg ID	Query	DMI Response
519739	Can the Contracting Authority please provide a copy of the Framework Agreement.	This was a publishing oversight. The Framework Agreement is now associated with the Tener Documents
519739	Can the Contracting Authority please provide a copy of the RFT in Word format given the number of forms to be included in submissions.	The forms (or schedules for completion by Tenderer's is available for download as a MS Word Document. In any event, c copy of the RFT in Word format is now available for download

Clarifications – Tranche 2 (clarifications received up to and including 17:30 on 07 November 2025)

Issued on 09 November 2025

e-Tenders Msg ID	Query	DMI Response
528467	Clause 15.5: We will of course use all reasonable endeavours to return (or destroy) all of the information you have provided to us, however, please note that we may need to retain copies to comply with our own legal, regulatory and insurance obligations and, in any event, it may be practically impossible to return (or destroy) each and every document you have provided to us if those documents have been automatically backed-up by our systems.	The position is noted.
528467	***Clause 17 – Data Protection:*** We note that clause 17 is relevant to where the Framework Member processes personal data as **Data Processor**. However, the Framework Member (as a legal professional) is predominantly a **Data Controller**. This is in line with industry practice and regulatory guidance. To clarify this, we would recommend inserting a statement at the start of Clause 17 stating that the parties are both generally and predominantly independent data controllers and that Clause 17.2 (now 17.3) only applies if and to the extent that Framework Member acts as Data Processor. We suggest that a new Clause 17.2 is inserted as follows: *17.2 The Parties acknowledge that the Framework Member will ordinarily and predominantly act as Data Controller in respect of Personal Data that is transmitted to, or obtained by, it in connection with this Framework Agreement or a Call-off Contract or in the performance of the Services, and in those circumstances: 12.1.1 The Framework Member shall only process such personal data provided by or on behalf of the DMI under this Agreement or a Call-off Contract for the sole purpose of performing the Services and its obligations under this Agreement or that Call-off Contract or as permitted by Data Protection Legislation;* *12.1.2 To the fullest extent permitted by applicable Data Protection Legislation, the DMI and the Framework Member shall each be*	DMI notes comments regarding its predominant role as an independent data controller. However, DMI does not propose to amend or supplement Clause 17. The Framework Agreement already governs the parties' respective data protection obligations, including circumstances where processor obligations arise. Accordingly, the clause will remain as drafted.

	independent Data Controllers of such Personal Data; and *12.1.3 Each Party shall be responsible for its compliance with all applicable obligations imposed by applicable Data Protection Legislation in relation to its processing of such Personal Data.* *If and to the extent that a Call-Off Contract expressly requires that the Framework Member processes any Personal Data on the DMI's behalf as Data Processor, Clauses 17.3 to 17.8 shall apply.*	
528467	**Clause 21 & 22:** We assume that clause 21 is subject to the limitation of liability provision contained in clause 22.	The assumption is correct.
528467	***Clause 23.2 and 23.3:*** It may not be possible to "*ensure that the relevant insurer will indemnify the DMI directly against any claim and any charges, costs and expenses in respect of such claim*". We therefore do not offer this commitment to our clients. We are similarly not in a position to guarantee that a client's interest and indemnity can be specifically noted in such insurances.	DMI notes the comments. The insurance requirements, including the obligations at Clauses 23.2 and 23.3, remain as set out in the Framework Agreement and will apply as drafted.
528467	***Clause 24 – Joint and Several Liability:*** This clause provides for <u>joint and several liability</u> if the Framework Member is comprised of more than one persons. We are a partnership of solicitors and is authorised by the Legal Services Regulatory Authority as a limited liability partnership (LLP) under the Legal Services Regulation Act 2015 (Chapter 3, Part 8) and, as such, can DMI confirm that this clause is excluded so as to recognise the LLP status of our firm?	DMI confirms that the Framework Agreement will apply as drafted. Clause 24 remains in place and no amendments or exclusions will be made in respect of LLP status.
528467	***Clause 27.4:*** Any assignment under clause 27.4 must be subject to our firms completion of its client-onboarding requirements. An assignment will likely technically result in a new "client" for the firm and we must comply with certain regulatory requirements (such as AML client due diligence) before on-boarding them.	DMI notes regulatory obligations. However, DMI does not propose to amend Clause 27.4. Assignment will continue to operate in accordance with the Framework Agreement as drafted.
528467	**CV's:** Could you please confirm whether it would be acceptable to include the team members' CVs as an appendix in our tender response document?	CV's may be included as an appendix to the tender response. However, Tenderers should note that each CV must not exceed two (2) x A4 pages for each key resource proposed

534123	Could you please confirm whether this tender opportunity falls under the OGP (Office of Government Procurement) framework, and if so, which specific framework agreement applies?	We can confirm that this tender opportunity is a standalone and separate procurement process. It is **not** being conducted under, by reference to, or pursuant to any Office of Government Procurement (OGP) framework agreement. This competition is being run independently by DMI in accordance with the procedures and terms set out in the published Request for Tender.
534123	Could you please clarify whether there is a minimum and/or maximum number of CVs that should be submitted as part of our response to this tender? If so, please specify the required numbers.	There is no prescribed minimum or maximum number of CVs required as part of your tender response. However, Tenderers should ensure that the number of CVs submitted – and the scale and composition of the proposed team – are proportionate to, and clearly aligned with, the scope and scale of the Services as set out in the RFT. Submissions should focus on presenting a suitably sized and appropriately skilled team, rather than providing unnecessary or excessive CVs.
535217	Do we submit 2 separate responses for Lot 1 and lot 2?	Yes. Tenderers are required to submit two separate responses if they wish to apply for both Lot 1 and Lot 2. Each Lot is evaluated independently, and each will result in a separate Framework Agreement. Accordingly, submissions must be prepared and uploaded separately for each Lot.