



An Coimisiún um
Rialáil Cumarsáide
Commission for
Communications Regulation

Request for Tenders dated 09th of June 2026

**for the provision of
a solutions architect and project manager to
ComReg in relation to nuisance
communications**

Tender procedure: [Open] procedure

Tender Deadline 12 Noon on 14th of July 2026

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:	Tenderers' Statement
Appendix 4:	European Single Procurement Document (eESPD)
Appendix 5:	Declaration as to Personal Circumstances of Tenderer
Appendix 6:	Services Contract

DEFINITIONS

In this RFT, the following terms and expressions have the following meaning:

“Award Criteria” means the award criteria more particularly identified in paragraph 3.3 of this RFT.

“Clarification Deadline” means the deadline in paragraph 2.7.1 by which Tenderers must submit all clarification queries in relation to the Competition to ComReg.

"Consortium" means a partnership, consortium, joint venture or any other grouping of entities formed to constitute a Tenderer.

"Consortium Member" means, where a Tenderer is a Consortium, each of the entities which make up the Consortium.

“Contracting Authority” or “ComReg” or “Commission” means the Commission for Communications Regulation and includes, if the context so admits or requires, its advisors, employees, officers, contractors, representatives, agents and/or the evaluation committee.

"Competition" means this public procurement process conducted by the Contracting Authority for the award of the Services Contract.

“Directive” means Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, as amended from time to time.

"e-ESPD" means the e-European Single Procurement Document for this Competition published with the contract notice on www.eTenders.gov.ie.

"Exclusion Ground" means a mandatory or discretionary exclusion ground listed in Article 57 of the Directive.

"Lead Consortium Member" means the lead consortium member identified by the Tenderer for the purpose of this Competition in accordance with paragraph 2.5.1 of this RFT.

"Lot" means a lot of this Competition as described in paragraph 1.3 of this RFT.

“Regulations” means the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016), as amended from time to time.

“RFT” means this Request for Tenders, together with the Appendices and any clarifications issued by the Contracting Authority in respect of it.

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

"Selection Criteria" means the selection criteria more particularly identified in paragraph 3.2 of this RFT.

"Service Provider" means the successful Tenderer(s) who enters into a Services Contract with ComReg.

"Services" means the services more particularly described in Appendix 1 of this RFT.

"Services Contract" means a contract awarded pursuant to this Competition.

"Subcontractor" means a subcontractor proposed by a Tenderer as part of its Tender.

"Tender" means the tender submitted by a Tenderer in response to this RFT and any clarifications provided in respect of it.

"Tender Deadline" means the date and time specified in paragraph 2.6.2 of this RFT by which Tenderers must submit their Tenders in response to this RFT.

"Tenderer" means the single enterprise or Consortium who submits a Tender in response to this RFT and who will, if successful, take contractual and organisational responsibility for delivering the Services Contract.

Part 1: Introduction

- 1.1 The Commission for Communications Regulation invites Tenders from Tenderers for the provision of the Services as described in Appendix 1 to this RFT.
- 1.2 In summary, the Services comprise of the provision of assistance to ComReg in relation to the provision of a solutions architect and project manager for nuisance communications. For full Specification Requirements, please see Appendix 1.
- 1.3 *Not used*
- 1.4 Any Services Contract that may result from this Competition will be for a term of two years.
- 1.5 ComReg 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 ComReg's obligations at law.
- 1.6 ComReg estimates that the expenditure on the Services to be covered by the Services Contract may amount to [650,000] (excl. VAT) over the term, including any extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.
- 1.7 ComReg's policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") 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 Services Contract 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 Services Contracts that may result from this Competition.
- 1.8 ComReg is conducting this Competition by way of open procedure. This Competition is being advertised on www.etenders.gov.ie and in the Official Journal of the European Union (OJEU).] The estimated value of the expenditure on the Services is above the threshold for application of the

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

Directive, as transposed into Irish law by the Regulations. As a result, it is subject to this legislation.

Part 2: Instructions to Tenderers

2.1 Important Notices

2.1.1 While reasonable efforts has been made to provide comprehensive and accurate information in the documents prepared for the purposes of this Competition, including this RFT, neither ComReg nor its advisers, consultants, contractors, servants and/or agents accept any liability or provide any express or implied warranty in respect of any such information, including its accuracy, adequacy or completeness. Nothing in this RFT should be relied upon, as a representation of fact, or a commitment as to ComReg's decision in relation to the award of any contract or any other future event. 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 or other advisers.

2.1.2 ComReg does not commit to accepting the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to ComReg will exist unless and until a formal written Services Contract has been executed by ComReg.

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

Any notification of preferred tenderer status by ComReg to a Tenderer shall not give rise to any enforceable rights on the part of the Tenderer. ComReg may cancel this Competition at any time prior to a formal written Services Contract being executed by ComReg.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 ComReg reserves the right to disqualify any Tenderer who provides information or confirmations which later prove to be untrue or incorrect and/or who does not supply the information required by this RFT or as otherwise directed by ComReg during the Competition. ComReg also reserves the right, at its absolute discretion and without notice (to the extent permitted by law):

- to waive any requirement of this Competition if this is, in the opinion of ComReg, appropriate in the circumstances, particularly if it is minor and/or procedural;

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

- to meet with, raise issues and/or seek clarifications or supplementary information from a Tenderer in respect of a Tender or non-compliance;
- to disqualify any Tenderer who does not comply with the requirements in the RFT and to reject any or all Tenders;
- to amend this RFT, the Competition, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers;
- to terminate or suspend this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Services Contract being executed by ComReg;
- to procure the Services by alternative means; and
- to make whatever changes it considers reasonable and appropriate to the timetable, structure or content of the Competition.

2.1.4 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between ComReg and Tenderers in relation to the subject matter of the RFT, and Tenderers should place no reliance on such previous documentation, communications and correspondence.

2.1.5 In this clause 2.1.5, “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.

ComReg 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, ComReg 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

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

such Personal Data to ComReg for the purposes of its participation in this Competition.

2.1.6 Tenderers are referred 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. In particular, Tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031.

2.1.7 The key indicative timelines in relation to this Competition are as follows:

Indicative Timelines	
Issue of RFT	09th of June 2026
Clarification Deadline	30 th June 2026 at 12:00pm
Tender Deadline	14 th of July 2026 at 12:00pm
Completion of evaluation	August 2026
Signing of Services Contract	August-September 2026 (post standstill period)
Service Provider to commence work	September 2026
Provision of Services	September 2026 or as required

The indicative dates outlined above are anticipated target dates only. ComReg reserves the right, at its absolute discretion and subject to applicable law, to extend or waive any of the timelines specified in the table above or any other timelines specified in the tender documents. ComReg may, at its absolute discretion, give (or not give) notice to Tenderers of any such extensions or waivers as it considers appropriate.

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, ComReg reserves the right to reject the Tender as non-compliant or, without prejudice to this right and subject to its obligations at

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

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;
- waiving a requirement, which in ComReg's view, is non-material or procedural.

Tenderers are required:

- a. To complete and submit with their Tender the e-ESPD attached to the contract notice. Alternatively, Tenderers may submit an e-ESPD 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 send their response as one single complete document (all tender document(s) within ONE ZIP file) (in addition to the e-ESPD) which must include all of the requirements as set out in this RFT. This document must follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - d. To conform and comply with all instructions and requirements set out in this RFT;
 - e. To submit the statement required under paragraph 2.4 below; and
 - f. 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 paragraphs 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected. Late Tenders may exceptionally be accepted by ComReg at its absolute discretion where it considers that there are exceptional circumstances.

2.3 Services Contract

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 6 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.
- 2.3.3 Tenderers may also be required to sign a separate confidentiality agreement with ComReg.

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, set out in Appendix 3, printed on the Tenderer's letterhead. ComReg must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If ComReg cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 Consortia and Subcontractors

- 2.5.1 Where a Tenderer is a Consortium (in whatever form and regardless of the legal relationship between them), it shall designate a Lead Consortium Member. The Lead Consortium Member must remain the same throughout the Competition. ComReg will communicate in respect of all matters relating to this Competition with the Lead Consortium Member only, irrespective of whether or not tasks are to be performed by a Subcontractor or other Consortium Members. The Tenderer must provide details of all Consortium Members and clearly set out the name, title, telephone number, postal address and e-mail address of the nominated contact personnel of the Lead Consortium Member to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor or other Consortium Member) will NOT be accepted, acknowledged or responded to.
- 2.5.2 If there is a change to the Consortium and/or Subcontractors following the Tender Deadline and prior to the award of a Services Contract, the Tenderer must seek prior written approval for any change from ComReg by:
 - (i) explaining in writing to ComReg the reasons for any change; and

- (ii) providing full details of any proposed replacement Consortium Member or Subcontractor (which will entail the completion of the relevant sections of the Tender Response Form and/or the e-ESPD and any other relevant sections of the Tender).

The proposed replacement Consortium Member or Subcontractor, as applicable, must be assessed by ComReg as being at least equivalent, in all respects, to the Consortium Member or Subcontractor being replaced. The decision on whether or not to allow a change in the Consortium/Subcontractor is a matter for the sole discretion of ComReg, subject to its obligations at law.

- 2.5.3 A Consortium, if successful, may be required to establish legal personality in order to enter into the Services Contract. A Tenderer that is a Consortium must accept joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Services Contract prior to the award of the Services Contract.
- 2.5.4 ComReg may require Consortium Members and Subcontractors to sign confidentiality agreements and, where it considers it necessary, share the existence and terms of any such signed confidentiality agreement with any third party to demonstrate to that third party that their confidential information is protected.

2.6 Tender Submission Requirements

- 2.6.1 Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, 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 before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. Tenders should note that there is a file size limit of 250MB for each single file uploaded, with a maximum total limit of 500MB for all documents combined sent to the electronic postbox. In order to submit a document to the electronic postbox, Tenderers must click on the “paper plane” icon first and then on the “Submit” button. If Tenderers need to modify or change any aspect of their Tender before the Tender Deadline but after the “Submit” button has been clicked, 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 no later than the Tender Deadline. The Tender Deadline is **12:00 Noon hours on 14th of July 2026**. Subject to paragraph

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

2.2.2, Tenders that are received late will not be considered in this Competition unless ComReg considers, at its absolute discretion, and on the basis of the principles of fairness and proportionality, to accept such a Tender, because of exceptional circumstances, for example, where the late submission is a result of a fault of ComReg. This would only arise in an exceptional case and no representation or warranty is made to this effect. ComReg may, at its absolute discretion, investigate any relevant circumstances in order to make a determination in this regard and a Tenderer is required to provide all such assistance, access and verification as ComReg may require in such respect.

2.6.3 Tenders must be submitted in English.

2.6.4 Each Tender must be prepared autonomously and independently. Tenderers are required to confirm this in the Tenderer Statement at Appendix 3.

2.6.5 All Tenders must be compiled such that they can be read immediately using Microsoft Word or PDF readers. Tenderers must ensure that the document submitted is text searchable using non-OCR software i.e. it must not be a document that has been scanned as an image or protected against search. ComReg is not responsible for corruption in electronic documents. Tenderers must ensure that electronic documents submitted are not corrupt.

2.6.6 Tenderers must send their Tender as one single complete document (or zip file) split into the four sections described below. Each of the four sections must be clearly identified.

Section 1: Compliance

- A. Tenderer's Statement (Appendix 3 of this RFT)
- B. e-ESPD (Note: e-ESPD may be uploaded separately)
- C. Details of Registrable Interest (please state in Tender if applicable or not applicable) (see Part 2, 2.13 of this RFT)
- D. Details of any Conflicts of Interest (please state in Tender if applicable or not applicable) (see Part 2, 2.18 of this RFT)

N.B. The Tender's Statement must be printed on the Tenderer's letterhead and duly completed and executed by an authorised representative of the Tenderer in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts. The documents at A-D above must be executed by each Consortium Member and Subcontractor.

Section 2: Selection Criteria

- E. Bankers Letter (see Part 3, 3.2.A of this RFT)
- F. not used

G. Details of Previous Experience (see Part 3, 3.2.B of this RFT)

H. Organisational Structure (see Part 3, 3.2.B of this RFT)

Section 3: Award Criteria

- I. Responses to each of the Award Criteria set out in Part 3, 3.3 of this RFT, including the completed Pricing Schedule in Appendix 2.

2.7 Queries and Clarifications

- 2.7.1 Each Tenderer must fully satisfy itself as to the nature and requirements of this RFT. Tenderers may submit requests for additional information or clarification on any aspect of this Competition or of this RFT via the messaging facility on www.etenders.gov.ie. Emailed, telephone or oral enquiries will NOT be accepted.

The Clarification Deadline is 12:00 Noon hours on 30th of June 2026.

unless otherwise notified by ComReg. It is the Tenderer's responsibility to ensure that queries are received by ComReg by this deadline. ComReg will endeavour to respond to all reasonable queries submitted before the Clarification Deadline but does not undertake to respond to all queries received. For the avoidance of doubt, Tenderers may not contact ComReg directly regarding any aspect of this Competition.

- 2.7.2 All responses to queries will be issued by ComReg via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Subject to section 2.7.6 below, Tenderers should note that ComReg will not respond to individual Tenderers privately.
- 2.7.3 ComReg reserves the right to issue or seek written clarifications.
- 2.7.4 ComReg 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.

If a Tenderer believes a query and/or its response to be confidential or commercially sensitive, it must mark the query as "confidential" or

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

- 2.7.6 "commercially sensitive" and specify clear and substantive reasons for this. If ComReg, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be treated on a confidential basis (subject to the ComReg's obligations at law).

If ComReg, at its absolute discretion, does not consider the query or response to be of a confidential or commercially sensitive nature or considers it to be a query which all Tenderers would potentially benefit from seeing,

- 2.7.7 ComReg will (i) invite the Tenderer to either declassify the query and allow the query, along with ComReg's response, to be issued to all Tenderers; (ii) redact any confidential or commercially sensitive information in the query and allow the redacted query, along with ComReg's response, to be issued to all Tenderers; or (iii) request the Tenderer to withdraw the query. In all circumstances, ComReg reserves the right to issue clarification responses to all Tenderers at any stage when it believes, at its absolute discretion, that the clarification should be issued to all Tenderers.

2.8 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, preparation of Tenders, site visits, field trials, demonstrations and/or presentations shall be borne, and are a matter for discharge, by the Tenderers exclusively. ComReg is not responsible for, and will not pay for, any expense or cost incurred, or loss suffered, by a Tenderer in the preparation or submission of a Tender, participation in this Competition or otherwise.

2.9 Confidentiality

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by ComReg 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 ComReg;
 - c. shall be treated as confidential by the Tenderer and by any third parties (including Subcontractors) engaged or consulted by the Tenderer; and

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

- d. must be returned immediately to ComReg upon cancellation or completion of this public procurement competition if so requested by ComReg.

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 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 printing, photocopying, shipping, packaging, delivery, ancillary costs, travel costs and all other costs/expenses), be expressed in Euro only and be exclusive of VAT. The VAT rate(s) where applicable should be indicated separately. The Contracting Authority may, in exceptional circumstances, reimburse reasonable expenses at cost (against receipts). Prior written agreement from the Contracting Authority must be obtained in advance.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for six months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services 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 terms of the Services Contract.
- 2.10.6 The maximum daily rates price proposed will remain in force for the duration of the Services Contract and will not be subject to increases, inflationary or otherwise, except as provided for in the Services Contract. Should an employee move between grades their daily rate may move accordingly/Should an employee move between grades, this must not affect the fixed price in the Services Contract. Any change in key personnel must be notified in writing by the Tenderer's nominated contact to ComReg's nominated contact and ComReg may seek an equivalent employee to replace the employee who has moved between grades at the original daily rate.

In the event of any legal proceedings, the Service Provider providing (or who has provided) the Services shall provide ComReg with all necessary assistance and support. The fees applicable in respect of any services

provided by a Service Provider in respect of any legal proceedings shall be calculated in accordance with the maximum rates in the Pricing Schedule.

2.10.7

2.11 Legal obligations relating to Environmental, Social and Labour Law

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderer(s) and their Subcontractors (if any), shall 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.
- 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 S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify ComReg 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 ComReg 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. ComReg 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

- 2.12.1 No publicity regarding this Competition or any Services Contract is permitted unless and until ComReg has given its prior written consent to the relevant communication.

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

- 2.12.2 The Contracting Authority may issue such communications and generate such publicity in relation to this Competition as it considers appropriate and without notice to Tenderers. The Contracting Authority, in particular, has the right to publicise or otherwise disclose to any person information regarding this Competition, the identity of Tenderers (including the identity of their Consortium Members and Subcontractors), or the award of the Services Contract, at any time.

2.13 Registrable Interest

- 2.13.1 Any Registrable Interest involving any Tenderer or Subcontractor and ComReg, members of the Government, members of the Oireachtas, or employees and officers of ComReg 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 ComReg immediately upon such information becoming known to the Tenderer or Subcontractor.
- 2.13.2 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. ComReg 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 Services Contract entered into by a Tenderer.

2.14 Anti-Competitive Conduct

- 2.14.1 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.
- 2.14.2 A Consortium Member is likely to have knowledge of the price and other aspects of a Tender in which it is participating which could cause it to have a conflict of interest and give rise to a risk of collusion if it also participated in another Tender. A Tenderer must disclose in its Tender if it, or any of its Consortium Members, specialists or other parties identified in its Tender, has any economic, legal commercial or financial relationship with another Tenderer. In such event, the Tenderer is required to:
- identify the economic, legal, commercial or financial relationship in question and to confirm that this has been brought to the attention of all persons identified in its Tender; and

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

- propose suitable protections and procedures to be put in place by the Tenderer to protect against or minimise any collusion or distortion of competition.

It is recommended that Tenderers do this in good time before submitting a Tender so that ComReg can determine whether the Tenderer is permitted to proceed.

- 2.14.3 ComReg reserves the right to request evidence of such safeguards. If ComReg, at its absolute discretion, considers that there is a risk that competition may be distorted or that there is a possibility of collusion, the Tenderer will be informed of this. If the Tenderer wishes to continue to participate in this Competition, ComReg will, at its absolute discretion, decide on the appropriate course of action which may include eliminating a Tenderer from the Competition or terminating any Services Contract entered into by a Tenderer.

2.15 Industry Terms Used in this RFT

- 2.15.1 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.
- 2.15.2 Where reference is made in this RFT to a particular item, make, source, process, trademark, type or patent, this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

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. Tenderers must note that it is not sufficient to include a statement of confidentiality or commercial sensitivity encompassing all the information provided in the Tender. 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.

- 2.16.3 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. ComReg will, where possible, consult with Tenderers about confidentiality or commercially sensitive information so identified before making a decision on a request received. However, the final decision on any request rests with ComReg, subject to applicable law.
- 2.16.4 ComReg accepts no liability whatsoever in respect of any loss, damage or suffering of any kind as a result of disclosure of such any information provided before, during or after this Competition.

2.17 Tax Clearance

- 2.17.1 It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of the Service Contract, comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information.
- 2.17.2 The Tenderer is required to supply its Tax Clearance Access Number and Irish Tax Reference Number in Part III of the e-ESPD to facilitate online verification of their tax status by ComReg. By supplying these numbers, the successful Tenderer acknowledges and agrees that ComReg has the permission of the successful Tenderer to verify its tax clearance position online. For those not registered in Ireland, a copy of their current Irish Tax Clearance Certificate must be supplied prior to the award of a Services Contract to that Tenderer (see www.revenue.ie / <https://www.revenue.ie/en/starting-a-business/tax-clearance/how-to-apply-for-a-tax-clearance-certificate/non-resident-applications.aspx>).
- 2.17.3 The Tenderer, Consortium Member and any Subcontractor must continue to hold the current version of such tax certificate until the termination of the Services Contract. No payment falling due under a Services Contract will be made by ComReg unless it has in its possession at the time of such payment a current issue of the relevant certificate.

2.18 Conflicts of Interest

- 2.18.1 Any conflict of interest or potential conflict of interest or bias¹ (subjective or objective) 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 ComReg 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, ComReg may invite Tenderers to propose means by which the conflict of interest might be removed. ComReg 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 Services Contract entered into by a Tenderer.
- 2.18.2 For the purpose of the Competition, the following is a non-exhaustive list of situations which could give rise to a conflict of interest and which must be disclosed to ComReg:
- (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 'authorised undertaking' within the meaning of Regulation 2(1) of the European Union (Electronic Communications Code) Regulations 2022 or in a postal service provider as defined in section 6(1) of the Communications Regulation (Postal Services) Act 2011;
 - (iv) having a contract (whether oral or written) with any person regulated by ComReg or potentially affected by any decisions of ComReg or any person which represent any persons regulated or potentially affected by decisions of ComReg;

¹ Bias, for these purposes, includes an inclination, leaning, tendency, bent, a preponderating disposition or propensity, predisposition, predilection and/or prejudice. Bias can include subjective or objective bias. Objective bias, for these purposes, includes where there is a reasonable apprehension or suspicion that the entity in question might have been biased (i.e. where, although there was no actual bias, there is an appearance of bias).

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- (v) having a position of employment, directorship (executive or non-executive) or any position of emolument with any person regulated by ComReg or potentially affected by any decisions of ComReg or which represent persons regulated or potentially affected by decisions of ComReg;
- (vi) where the Tenderer has in the 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 ComReg and which are in any way connected with the Services; and
- (vii) where the Tenderer was privy to confidential information that would give, or might reasonably be perceived to give, the Tenderer (and potentially ComReg) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by ComReg relating to, or connected with, matters falling within the scope of the Services.

2.18.3 Tenderers must note that the Services Contract also contains provisions dealing with conflicts. ComReg reserves the right to prevent the Service Provider from advising or acting for third parties (including a right to require the Service Provider to discontinue advising or acting for such third parties) during the term of the Services Contract where ComReg considers that this may raise a conflict of interest.

2.19 Withdrawal from this Competition

Tenderers are required to notify ComReg 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

2.21 Insurance

2.21.1 The successful Tenderer(s) shall be required to hold for the Term of any Services Contract awarded the following minimum levels and types of insurances:

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

Type of Insurance	Indemnity Limit
Employer's Liability*	€[12.7M] limit for any one claim or series of claims arising out of a single occurrence
Public Liability*	€[6.5M] limit for any one claim or series of claims arising out of a single occurrence
Professional Indemnity	€[should be proportionate to the Contract Value and Risks (Min is €50K)] for any one occurrence and in the aggregate per insurance year [(which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the Services Contract)]

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

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition, (i) they will, from the Commencement Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at

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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 Services Contract.

2.21.2 The successful Tenderer will, during the term of the Services Contract, be required to:

- a. immediately advise ComReg 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 and confirm that 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 coverage required and that the territorial limits and jurisdiction of its policies include Ireland.

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 e-ESPD that no Exclusion Ground applies to them or that, where any such Exclusion Ground applies, and where the Tenderer is not precluded from doing so under Article 57(6) (final paragraph) of the Directive, it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Ground; and
 - (c) Declared by way of e-ESPD that they satisfy the Selection Criteria for this Competition as set out in part 3.2 below;

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

Please note that ComReg reserves the right to exclude from evaluation a Tenderer to whom a discretionary Exclusion Ground applies.

Tenderers should note that, where a Tenderer is relying on the capacity of other entities (Consortium Member or Subcontractor) for the purposes of fulfilling any of the Selection Criteria in paragraph 3.2 below, it must:

- (a) complete and submit a separate e-ESPD in respect of each such Consortium Member and/or Subcontractor; and
- (b) when requested by ComReg, submit proof, to the satisfaction of ComReg, that each such Consortium member and Subcontractor will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer intends to subcontract any share of any Services 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 paragraph 3.2 below, it must submit a separate e-ESPD in respect of such Subcontractor completing those sections of the e-

ESPD which are specified in section D of the e-ESPD for this Competition.

ComReg may decide to examine Tenders before verifying the absence of Exclusion Grounds and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this paragraph 3.1, ComReg 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 any Consortium Member or Subcontractor):

- (a) a Declaration in the form attached at Appendix 5;
- (b) 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
- (c) in the case of the Tenderer and any Consortium Member or Subcontractor on whose capacity the Tenderer relies, all or any of the supporting documents specified at paragraph 3.2 below.

If a Tenderer does not, upon request by ComReg, provide evidence which is considered by ComReg as sufficient to demonstrate (i) the fulfilment by itself or any Consortium Member or Subcontractor on whose capacity the Tenderer 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 itself, any Consortium Member or Subcontractor, or its reliability despite the existence of a relevant Exclusion Ground,] it shall be excluded from further participation in this Competition.

3.2 Selection Criteria

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this paragraph 3.2. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition.

Tenderers must provide details which prove that they satisfy the (i) Financial and Economic standing requirements and (ii) the Professional and Technical Ability set out below in respect of each Lot they wish to apply for.

3.2.A **Economic and Financial Standing – PASS/FAIL**

Tenderers must declare by way of e-ESPD that they satisfy the financial and economic standing requirement(s) set out below and must provide the supporting documentation specified below to ComReg with their Tender OR that they are able, upon request and without delay, to provide the supporting documentation specified below to ComReg in each case.

(1) Banker's Letter (PASS/FAIL)

Tenderers must provide a letter from the Tenderer's current principal banker stating, that to the best of its knowledge, the account identified is the Tenderer's principal account and it is currently in good standing. This letter must be dated within three (3) months of the Tender Deadline.

(2) Not used

Where a Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform ComReg of the reason why the documentation cannot be supplied and, if ComReg 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**

Tenderer must declare by way of e-ESPD that they satisfy the technical and professional requirements(s) set out below and **must provide the information specified below in the Tender Response Form** attached at Appendix 4.

(1) Previous Experience (PASS/FAIL)

Tenderers must demonstrate in their Tender that they have previously satisfactorily delivered services of a similar nature, size and complexity to the Services required by providing details of THREE (3) relevant contracts within three (3) years from the Tender Deadline.

Tenderers must provide, for each reference project:

- Detail of the services provided and how they are similar in nature, size and complexity to the Services required under the Lot concerned;

RFT - Consultancy Service (Non-Framework) ComReg Ref T21673

- detail of the fees paid to the Tenderer for the services;
- the dates on which, or the periods over which, the services were performed
- the persons to whom the services were delivered (please provide main contact name and contact details);
- the persons who provided the services concerned; and
- confirmation that the client was satisfied with the services delivered or, if applicable, details of any areas where the client was not satisfied with the services delivered.

ComReg may contact any or all of the referees identified above for verification purposes without prior notice to Tenderers.

(2) Organisational structure (PASS/FAIL)

Tenderers must demonstrate in their Tender that their organisational structure is capable of delivering the services required by ComReg.

Tenderers must include in their Tender,

- An organisational chart relevant to the Services;
- Overall staffing numbers relevant to the Services; and
- Staff categories by discipline/specialism.

General marketing information will not be assessed unless it can be demonstrated it is directly relevant to the Services. Individual curriculum vitae are not required at this stage.

Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform ComReg of the reason why the documentation cannot be supplied and, if ComReg considers the reason to be valid, ComReg may at its discretion agree to accept other alternative documentation.

Award Criteria

- 3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the Award Criteria set out below.

Tenderers must submit a Tender that separately addresses each of the Award Criteria below. Tenderers will be assessed on the basis of the information contained in response to each of the Award Criteria in their Tender. Tenderers must note that the Contracting Authority will not review any information in excess of the page limits specified for each Award Criterion and sub-criterion. Hyperlinks are not permitted and information contained in the link will not be evaluated. Unless specified otherwise, text must be a minimum of size 11 Calibri font with 1.15 paragraph spacing. Tenderers must not make any assumptions in their Tender, or qualify their Tender in any way, other than in accordance with this RFT. If any specified minimum score for an Award Criterion or sub-criterion is not achieved, the Tenderer will be eliminated from the Competition.

	Award Criteria	Maximum score available	Minimum score required
A	Understanding of requirements	20	14
B	Quality of Methodology	30	21
C	Quality, Quantity and Balance of proposed Designated Team	20	14
D	Cost (see Appendix 2 Pricing Schedule)	30	n/a
	Total	100	n/a

Award Criterion A: Understanding of requirements

Page Count: Six (6) A4 pages only.

The tenderer must demonstrate an understanding of nuisance communications in Ireland and the role of ComReg and industry within that area.

Specifically the tenderer should be familiar with ComReg’s response to Consultation 24/24 and associated documentation:

<https://www.comreg.ie/publication/combating-scam-calls-and-texts-response-to-consultation-on-network-based-interventions-to-reduce-the-harm-from-nuisance-communications>

Award Criterion B: Quality of Methodology

Page Count: Ten (10) A4 pages only.

Considering the information in Appendices 1 Tenderers will describe the key issues that they envisage with the role tendered for, how they will resource the role over the period of the contract and the processes they would employ to effectively execute the selected role.

The tenderer should describe their approach to provide the service should the appointed person become unavailable.

The Tenderer will describe the time and effort being proposed for each of the Deliverables described in Appendix 1 (summarised as Activities below) and listed in Appendix 2: Price Schedule.

Establishment Activities

ComReg will assist the successful tenderer in the establishment activities and estimate that this phase will take approximately 2 weeks. However, it is for the tenderer to itemise the elements and effort they propose is required. Typical activities may include:

- Familiarising themselves with the status of Nuisance Communications.
- Establishing a way of working with ComReg.
- Establishing the ways of working and communicating with the members of the technical groups.

Monthly Activities

- ComReg estimate the Voice Sub-Group monthly activities will take the Technical Process Lead approximately 12 days per month during the initial 6 month stage, reducing to 1 per month after that.

However, it is for the tenderer to itemise the elements and effort they propose is required.

Each Sub-Group meeting is expected to take place fortnightly and may last 2 hours.

In advance of these meetings the Technical Process Lead will share all necessary documents with the group and outline what needs to be dealt with during the meeting.

The tenderer may intend to undertake other activities on a one off or periodic basis in support of the execution of the scope of the role tendered for. The tenderer will itemise these activities and describe the effort required to complete them.

Other

There may be other cost incurring items that the tenderer proposes are required in the execution of the role tendered for. The tenderer will itemise these elements and describe the effort required to complete them.

Award Criterion C: Quality, Quantity and Balance of proposed Designated Team

(No page count applies to this criterion)

Tenderer application should describe relevant competence, expertise and experience for the role tendered for and how these will be applied in executing that role. The response must be with specific reference to the individual who will fulfil the role. The CV of the proposed person must be included.

For two projects referenced as relevant experience tenderers application must provide:

Detail of the services provided and how they are similar in nature, size and complexity to the services required; the dates on which, or the periods over which, the services were performed the contact person in the organisation being proposed for the role relevant to the application

ComReg may contact any or all of the referees identified above for verification purposes without prior notice to Tenderers.

Award Criterion D: COST

Please complete the Pricing Schedule attached at Appendix 2.

- **Tenders will be evaluated on the basis of 5 days per week with a minimum of 40 weeks per annum for the 2 year period.**

The evaluation of Award Criterion Cost will be undertaken in accordance with the following price evaluation methodology:

The Tender with the lowest “Total Evaluation Price” will be awarded 100% of the marks available under Award Criterion Cost

The scores of other Tenders for Award Criterion Cost will be calculated in accordance with the following formula:

$$\text{Cost score} = \left[\frac{\text{Maximum marks available for cost X Lowest Total Evaluation Price}}{\text{Total Evaluation Price of Tender being evaluated}} \right]$$

The “Total Evaluation Price” is the sum of the Tenderer’s maximum **[unconditional fixed] cost** (excluding VAT) for the delivery of the Services **[and must be inclusive of all expenses].**

[The specific daily rates for each Key Personnel and number of days should be set out in Pricing Schedule attached at Appendix 2, showing how the overall total is calculated.]

The following scoring methodology will be used to determine the score for each of the Award Criteria A, B, C and D:

96% to 100% of Available Marks	Excellent response with very few or no weaknesses, that meets requirements, and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver to an excellent standard.
80% to below 96% of Available Marks	A very good response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.

<p>70% to below 80% of Available Marks</p>	<p>An acceptable response which demonstrates minimum understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide/ demonstrate sufficiently convincing assurance to award a higher mark.</p>
<p>21% to below 70% of available marks</p>	<p>A response where reservations exist. Response lacks full credibility / convincing detail, and there is a risk that the response (based on criteria) will not be successful. This may be because, for example, insufficient detail is provided/ not sufficiently demonstrated.</p>
<p>1% to 20% available marks</p>	<p>A response where serious reservations exist. This may be because, for example, insufficient detail is provided/ not sufficiently demonstrated, and/or the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.</p>
<p>0% of Available Marks</p>	<p>Response completely fails to address the criteria under consideration.</p>

If, following completion of the evaluation process in accordance with the above, there is a tie between two or more tenders, the following will be adopted to break the tie:

- (i) The Tenderer who was awarded the highest overall mark for the Award Criteria **A-D** of its Tender will be deemed to have submitted the most economically advantageous tender;
- (ii) In circumstances where the tie-break approach in (i) does not identify the most economically advantageous tender, the Tenderer who was awarded the highest overall mark for Criterion **A**: will be deemed to have submitted the most economically advantageous tender.
- (iii) In circumstances where the tie-break approach in (ii) does not identify the most economically advantageous tender, the Tenderer who was awarded the highest overall mark for Criterion **D**: Cost will be deemed to have submitted the most economically advantageous tender.

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

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by ComReg:
 - (i) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion; and
 - (ii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and that no Exclusion Grounds apply.

3.4 Presentation of Proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. ComReg 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 Directive 89/665/EEC as amended by Directive 2007/66/EC (the “Remedies Directive”) applies, 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 (the “Standstill Period”) if such notice is sent by electronic means. All Tenderers will be notified of the decision of ComReg and of the expiry date of the Standstill Period.
- 3.5.2 Tenderers should note that ComReg 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 ComReg.

3.6 Return of Signed Contracts

- 3.6.1 The successful Tenderer(s) must sign and return the Services Contract electronically to ComReg no later than fourteen (14) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by ComReg. A signed Services Contract is not binding on ComReg until ComReg has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Services Contract has not been received by ComReg within the period as specified at clause 3.6.1, then ComReg may proceed to award the Services Contract 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 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.

Background

- Nuisance Communications (scam calls and texts) are a multi-faceted problem that require a multifaceted response. In essence, scams are the result of fraudsters using electronic communications networks and services to contact and deceive consumers in the pursuit of fraud. A strategy to combat scams must therefore result in the securing of electronic communication networks and services, the restoration of trust in and increased consumer awareness of scams.
- In 2024^[1], ComReg mandated several interventions in through Decision Instruments (DIs). ComReg also established an Industry Forum consisting of two working sub-groups tasked with implementing the DIs. One sub-group focused on SMS issues while the other is voice focused. Both working groups report to a steering group overseen by an independent chair, an independent secretary assists the steering group, and both independently chaired sub-groups.
- As a product of the DI implementation and management, ComReg has established and continues to operate two separate Databases; the Sender ID Registry and the Metrics Database. Both will evolve with new functionality and improvements over the coming years.
- As the full effect of the interventions has taken effect, scammers have identified other vulnerabilities in the electronic communications ecosystem. ComReg anticipates that other tools may need to be developed to mitigate any risk from these vulnerabilities.

Requirements

- **Technical Project Manager and Solution Architect**
- We require the successful tenderer to be available for 5 days per week with a minimum of 40 weeks per annum for the 2 year period.
- Liaise with stakeholders to scope new functional requirements for the Sender ID Registry. These will be aligned with current and future regulatory objectives.
- Produce technical specifications and user documentation for same.
- Work closely with the external database provider to ensure understanding of the requirements and to identify any issues around same.

- Guide the development team through the implementation, acting as a technical authority to resolve questions during development.
- Manage the rollout including testing, documentation both internal and external.
- Support internal and external users to become familiar with new functionality through workshops and meetings.
- Present to NCIF on new functionality on existing databases or on the development of new tools if required.
- Develop appropriate data management strategies for the Metrics database and suggest improvements to data analysis in line with ComReg requirements.
- Devising processes and technical specifications to support all new Nuisance Communications mitigations.
- Conceive, discuss and propose potential new interventions in response to ongoing and future threats.
- Any other tasks that are incidental to the above; and
- Other relevant matters as agreed from time to time with ComReg.
- **Relevant experience/knowledge**
- Relevant technical qualifications and working familiarity of telecommunications networks, specifically in the design and/or operation of Voice and SMS services.
- A track record of effectively contributing to technical meetings and/or forums/ taskforces with delegates from different stakeholders attending.
- Proven ability in preparing written technical specifications for technical teams and for end-users.
- Understanding of relevant international technical standards relating to electronic communications networks and services.
- Experience of preparing and contributing to procurement processes (RFTs etc.) relating to electronic communications networks and services.
- Competence and track record in the handling of confidential information.
-
- **Desirable experience/knowledge**
- Knowledge or experience of electronic communications networks and services regulation.
- Knowledge of the current Electronic Communications Services market and developing trends.
- An understanding of Nuisance Communications and ComReg's approaches to combating it.
-
-
- ^[1] [ComReg 24/24](#): Combatting scam calls and texts - Response to Consultation on network-based interventions to reduce the harm from Nuisance Communications, 3 April 2024

Appendix 2: Pricing Schedule

Please complete the Pricing Schedule below and include it in your Tender

Fixed Cost:

Tenders will be evaluated on the basis of 5 days per week with a minimum of 40 weeks per annum for the 2 year period

	A	B	C
Grades	[Daily/Hourly] Rate €	Number of [days/hours] NB - 5 days per week with a minimum of 40 weeks per annum	Total (AxB), excluding VAT €
Grade : [INSERT GRADE DESCRIPTION and Name of key personnel]			
Grade : [INSERT]			
Grade : [INSERT and add more rows as required]			
Unconditional Fixed Cost (excluding VAT) (“Total Evaluation Price”)	–	–	

Tenderers must note:

- (1) One day equals 7.5 hours;
- (2) All prices quoted must be all-inclusive (i.e. including but not being limited to printing, photocopying, shipping, packaging, delivery, ancillary costs, travel costs and all other costs/expenses), be expressed in Euro only and be exclusive of VAT. **[The VAT rate(s) where applicable should be indicated separately.]**

- (3) The **[daily/hourly]** rates will remain applicable for the duration of the Services Contract and will apply to any additional services the Contracting Authority may require outside of the Services in scope of the fixed cost.

Tenderers must note:

- (1) One day equals 7.5 hours.
- (2) All prices quoted must be all-inclusive (i.e. including but not being limited to printing, photocopying, shipping, packaging, delivery, ancillary costs, travel costs and all other costs/expenses), be expressed in Euro only and be exclusive of VAT. **[The VAT rate(s) where applicable should be indicated separately.]**
- (3) The number of **[days/hours]** in Column B have been provided for evaluation purposes only and should not be a guide to the actual [days/hours] required during the Services Contract.
- (4) The **[daily/hourly]** rates will remain applicable for the duration of the Services Contract and will apply to any additional services the Contracting Authority may require during such time.

The Fees shall be payable in accordance with the terms of the Services Contract [upon completion of all of the Services to the satisfaction of ComReg] [upon completion of each phase in accordance with the table below which must be completed by Tenderers and included in their Tender:

<u>Stage for Payment of Fees</u>	<u>%</u>
<u>Quarterly payment on successful delivery of service</u>	<u>N/A</u>
<u>Total</u>	<u>100%</u>

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 Commission for Communications Regulation

RE: Request for Tenders for the provision of a solutions architect and project manager to ComReg in relation to nuisance communications

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 the RFT and the Services Contract and agree if awarded a Services Contract to execute the Services Contract at Appendix 6 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 ComReg with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services 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 Services Contract under the RFT, have in place on the Commencement Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.

9. We confirm that our Tender has been prepared independently without communication, consultation, agreement or understanding with any other potential Tenderer or competitor.

10. We confirm that we have a lawful basis under applicable data protection legislation for disclosing the personal data included in our Tender and that we have complied with all of our obligations under applicable data protection legislation with respect to the processing and disclosure of such personal data, including that we have complied with the relevant transparency requirements under applicable data protection law in relation to the disclosure of such personal data to ComReg and ComReg use of such personal data.

11. 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).

12. 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).

13. 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 5: Declaration as to Personal Circumstances of Tenderer

[Tenderers are asked to note that this Declaration is only required in respect of the successful Tenderer and does not have to be submitted with the Tender unless and until specifically requested from the Contracting Authority during the Competition.]

Request for Tenders for the Provision of a solutions architect and project manager to ComReg in relation to nuisance communications

NAME: _____

ADDRESS: _____

I, _____, *[insert name of Declarant]* having been duly authorised by _____ *[insert name of entity]*, sincerely declare that _____ *[insert name of entity]* itself or any person who is a member of the administrative, management or supervisory body of _____ *[insert name of entity]* or has powers of representation, decision or control in _____ *[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 law of Ireland or _____ *[insert country in which entity is registered if different from Ireland]*.
- (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 of its obligations relating to the payment of taxes or social security contributions.
- (h) 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 Annex X of Directive 2014/24/EU.
- (i) 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.
- (j) Is not guilty of grave professional misconduct.
- (k) Has not entered into agreements with other economic operators aimed at distorting competition.
- (l) Is not aware of any conflict of interest due to its participation in the Competition.
- (m) Has not had any prior involvement in the preparation of the Competition.
- (n) Is not guilty of 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.
- (o) 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 Article 59 of Directive 2014/24/EU.
- (p) Has not undertaken to unduly influence the decision-making process of the Commission for Communications Regulation (“ComReg”) 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.

We understand the nature and extent of the services required to be delivered as described in the requirements and specifications contained in the Request for Tenders. 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 ComReg.

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__

Practising Solicitor/Commissioner for Oaths

Appendix 6: Services Contract

See attached separately (to assist with size of document)