



An Coimisiún um
Rialáil Cumarsáide
Commission for
Communications Regulation

Request for Tenders

**to establish a Multi Supplier Framework
Agreement for the provision of legal services
to the Commission for Communications
Regulation**

Issue date: 24th of June 2026

**Deadline for Queries: 17:00 hours on the 15th
of July 2026**

**Tender Response Deadline: 12 Noon hours
on 24th of July 2026**

Contents

Part 1:	Introduction
Part 2:	Instructions to Tenderers
Part 3:	Selection and Award Criteria
Appendix 1:	Description of the Services – Specification Requirements
Appendix 2:	Pricing Schedule
Appendix 3:	Tenderers Statement
Appendix 4:	Declaration as to Personal Circumstances of Tenderer
Appendix 5:	Framework Agreement (including Call-off Contract)
Appendix 6:	Electronic European Single Procurement Document (eESPD)

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.

"Call-off Contract" means a contract awarded pursuant to the Framework Agreement.

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

“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 Framework Agreement.

“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.

“Framework Agreement” means the agreement to be entered into between ComReg and the Preferred Tenderer(s) for the Services, the final draft of which is attached at Appendix 5 of the RFT.

“Framework Member” means the successful Tenderer(s) who enters into a Framework Agreement with ComReg.

"Invitation to Participate or ITP" means an invitation to Framework Members to participate in a Mini-Competition pursuant to the terms of the Framework Agreement.

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

"Mini-Competition" means a competition to award a Call-off Contract conducted in accordance with the terms of the Framework Agreement.

“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.

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

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

“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 party 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 invites Tenders from solicitor's firms with the necessary experience and expertise for appointment to a multi-supplier framework agreement for the provision of Services as described in this RFT.
- 1.2 In summary, the Services comprise of the provision of various forms of assistance to ComReg in relation to legal services. For full Specification Requirements, please see Appendix 1.
- 1.3 This Competition is divided into three main Lots (each a "Lot", together "the Lots"). Lot 3 relates to core services and is accompanied by a number of specialist sub lots which are included to facilitate applications by firms who can demonstrate specific appropriate expertise in the relevant area. Each Lot and where relevant each sub Lot will result in a separate Framework Agreement.

The Lots are:

Lot 1 – Corporate Law Services

Lot 2 – General Circuit Court and District Court litigation

Lot 3 – Core Regulatory and Legal Services

Lot 3.1 – Electronic Communications

Lot 3.2 – Cybersecurity and Resilience

Lot 3.3 – E.U. Data Act

Lot 3.4 – eIDAS

Lot 3.5 – Postal Law

Lot 3.6 – AI Act and Product Safety

- 1.4 ComReg may award Call-off Contract(s) under each Framework Agreement in accordance with the rules set out in the Framework Agreement.
- 1.5 Any Framework Agreement that may result from this Competition will be for a term of four (4) years.
- 1.6 ComReg estimates that the expenditure on the Services to be covered by the Framework Agreement may amount to €15.5 million (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 NOT USED
- 1.8 NOT USED

Part 2: Instructions to Tenderers

2.1 Important Notices

2.1.1 While reasonable efforts have been made to provide accurate information in the documents prepared for the purposes of this Competition, including this RFT, none of ComReg and/or its advisers, consultants, contractors, servants and/or agents accepts any liability or provides any express or implied warranty in respect of any aspect of such information, including its accuracy, adequacy or completeness. Nothing in this RFT is, nor should be relied upon, as a representation of fact, or a commitment as to the Contracting Authority's decision in relation to the award of any contract, including without limitation the Framework Agreement(s), 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 Framework Agreement and/or a Call-off Contract with any person. The conclusion of a Framework Agreement with a Tenderer (who would then become a "Framework Member") does not guarantee the award of a Call-off Contract and it may be that no Call-Off Contract is awarded to a Framework Member.

The Framework Agreement confers no contractual rights on a Framework Member. A Framework Member will not have enforceable contractual rights in relation to ComReg unless and until a Call-off Contract has been executed by ComReg with the Framework Member.

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 (or, for the avoidance of doubt, any individual Lot) at any time prior to a Framework Agreement being executed by ComReg. The award of a Framework Agreement or a Call-off Contract does not confer exclusivity in either instance on a successful Tenderer. Tenderers should note that ComReg shall be under no obligation to purchase any minimum value of Services under the Framework Agreement and reserves the right to purchase the Services outside the Framework Agreement.

The Contracting Authority 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 the Contracting Authority during the Competition.

2.1.3 The Contracting Authority 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 the Contracting Authority, appropriate in the circumstances, particularly if it is minor and/or procedural;
- 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 Framework Agreement being executed by ComReg;
- not to award any Framework Agreement or Call-off Contract as a result of this Competition;
- 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 cannot place any 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 Data Protection Commission 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.

- 2.1.6 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 such Personal Data to ComReg for the purposes of its participation in this Competition.
- 2.1.7 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.
- 2.1.8 The key indicative timelines in relation to this Competition are as follows:

Indicative Timelines	
Issue of RFT	24 th of June 2026
Clarification Deadline	15 th of July 2026 at 5:00pm
Tender Deadline	24 th of July 2026 at 12:00 Noon24
Completion of evaluation	August 2026
Signing of Framework Agreement	September 2026

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 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 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 (or zip file) (in addition to the e-ESPD) which must include all of the requirements 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 provisions of paragraphs 2.2.1, failure to comply with paragraphs 2.6.1, 2.6.2 or 2.6.3 below will render a Tender non-compliant and the Tender 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 Framework Agreement and Call-off Contract

- 2.3.1 The award of Call-off Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement included at Appendix 5 to this RFT.
- 2.3.2 Tenderers should note the terms and conditions of the Call-off Contract at Appendix 5 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement and the Call-off Contract at Appendix 5 to this RFT by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Call-off Contract.
- 2.3.4 Tenderers may also be required to sign a separate confidentiality agreement with the Contracting Authority.

2.4 Acceptance of RFT Requirements

- 2.4.1 Each Tenderer is required to accept the provisions of this RFT. All Tenderers must return, with their Tender, a scanned signed copy of the Tenderers 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 Tenderers Statement.

2.5 Consortia and Subcontractors

- 2.5.1 **NOT USED**

2.6 Tender Submission Requirements

- 2.6.1 Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Tenders submitted by any other means (including but not limited to 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.

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 re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 **The Tender Deadline is 12 Noon hours on 24th of July 2026.** Tenders must be received no later than the Tender Deadline. Subject to paragraph 2.2.2, **Tenders that are received late will not be considered in this Competition** unless the Contracting Authority considers, at its absolute discretion, and on the basis of the principles of fairness, reasonableness and proportionality, to accept such a Tender, because of exceptional circumstances, for example, where the late submission is a result of a fault of the part 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 the Contracting Authority may require in such respect.
- 2.6.3 Tenders must be submitted in the English language.
- 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 the electronic documents submitted are not corrupt.
- 2.6.6 Tenderers must send their Tender in relation to each Lot as one single complete document split into the three sections described below. Each of the three sections must be clearly identified.

Section 1: Compliance

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

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.

Section 2: Selection Criteria

- E. Bankers Letter (see Part 3, 3.2.A of this RFT)
- F. **Evidence of Turnover** See Part 3.2.A(2) for Tenders for **Lot 3 only**
- G. Details of Previous Experience (see Part 3, 3.2.B of this RFT)

Section 3: Tender

- H. 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.

Tenderers tendering for more than one Lot must complete a separate bespoke Tender for each Lot and each sub lot, identifying each specific Lot clearly.

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 and 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 17.00 on 15th of July 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 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.
- 2.7.6 If a Tenderer believes a query and/or its response to be confidential or commercially sensitive, it must mark the query as "confidential" or "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 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, 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

- 2.8.1 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 are confidential to ComReg and:

- 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 engaged or consulted by the Tenderer; and
- d. must be returned immediately to ComReg upon cancellation or completion of this Competition if so requested by ComReg.

Failure to comply with the confidentiality requirements of this Competition 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 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 the duration of the Framework Agreement commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Framework Agreement and any Call-off Contract awarded pursuant to it 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 Call-off Contract contained in Appendix 5 to this RFT.
- 2.10.6 Pricing submitted will be maximum prices for the Services concerned and may not be exceeded but may be reduced in future Call-Off Contracts awarded pursuant to the Framework Agreement.
- 2.10.7 The maximum hourly rates proposed for personnel will remain in force for the duration of the Framework Agreement and will not be subject to increases, inflationary or otherwise. Should an employee move between grades, their hourly rate may move accordingly, with ComReg's prior agreement in writing. Any change in 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 [hourly] rate.
- 2.10.8 In the event of any legal proceedings, the Framework Member providing (or who has provided) the Services under a Call-off Contract awarded pursuant to the Framework Agreement, shall provide ComReg with all necessary assistance and support. The fees applicable in respect of services provided by a Framework Member in respect of any legal proceedings shall be calculated in accordance with the rates agreed in the relevant Call-off Contract governing the provision of the relevant services or the maximum rates in the Tender for those services, whichever is the lowest.

2.11 Environmental, Social and Labour Law

- 2.11.1 The successful Tenderer shall comply with all applicable obligations in the fields 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 and/or by international, environmental, social and labour law listed in Annex X of the Directive.
- 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 Call-off Contract pursuant to this Competition is permitted unless and until ComReg has given its prior written consent to the relevant communication.
- 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 or the award of the Framework Agreement or any Call-off Contract, at any time.

2.13 Registrable Interest

- 2.13.1 Any Registrable Interest involving any Tenderer 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 after the submission of a Tender, must be communicated to ComReg immediately upon such information becoming known to the Tenderer.
- 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 Framework Agreement or Call-off 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 Tenderer is likely to have knowledge of the price and other aspects of the Tender 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 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
 - 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 Framework Agreement or Call-off 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 any information provided before, during or after this Competition.

2.17 Tax Clearance

- 2.17.1 It will be a condition of any Framework Agreement and/or Call-off Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all 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 Tax Reference Number in Part III of the ESPD to facilitate online verification of their Irish 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 must continue to hold the current version of such tax certificate until the termination of the Framework Agreement and any Call-off Contract. No payment falling due under a Call-off 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 or individual employee(s) or agent(s) of a Tenderer 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 any Mini-Competition or terminating any Framework Agreement or Call-off Contract entered into by a Tenderer.

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).

2.18.2 For the purpose of this 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;

(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.

(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 Framework Agreement and Call-off Contract also contain provisions dealing with conflicts. ComReg reserves the right to prevent the Framework Member from advising or acting for third parties (including a right to require the Framework Member to discontinue advising or acting for such third parties) during the term of the Framework Agreement where ComReg considers that this may raise a conflict of interest.

2.19 Withdrawal from this Competition

- 2.19.1 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 Call-off Contract awarded pursuant to a Framework Agreement, the following minimum levels and types of insurances:

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)] Lots 1 and 2: each will require professional indemnity insurance with minimum cover of euro €1,500,000 for each and every claim (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the relevant Framework Agreement). Lot 3 (including sub lots): will require professional indemnity insurance with minimum cover of euro €5,000,000 for each and every claim (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the relevant Framework Agreement).

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

2.21.2 NOT USED

2.21.3 Tenderers should note that, depending on the nature and scale of Services provided pursuant to a Call-off Contract, additional insurance cover may required for specific high value contracts awarded under a Framework Agreement. All insurance requirements will be set out in the Invitation to Participate in each Mini Competition or communicated to Tenderers individually, as appropriate. Tenderers who cannot obtain the higher levels of insurance required for specific projects will not be eligible for the relevant Call-off Contracts.

2.21.4 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Call-off Contract pursuant to the Framework Agreement, they will, from the Commencement of the Call-off Contract (as defined in the Call-off Contract), obtain (if not already in place) and hold the types and levels of insurance as specified at paragraph 2.21.1. 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 Call-off Contract.

2.21.5 The successful Tenderer will, during the term of the Call-off 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; and
- 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 of 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:-

- (i) submitted a compliant Tender pursuant to paragraph 2.2 above; and
- (ii) 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
- (iii) declared by way of e-ESPD that they satisfy the selection criteria for this Competition as set out in paragraph 3.2 below (the "Selection Criteria")

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

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

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

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:

- (i) a Declaration in the form attached at Appendix 4;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and

- (iii) 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) fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

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 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) Minimum Turnover Requirement (PASS/FAIL)

[For Lot 3 only - Tenderers must meet the minimum annual turnover threshold of €8.5 million for each of the last three financial years. Tenderers are required to provide audited accounts of the last three years as evidence that the minimum turnover threshold is met.]

[PLEASE NOTE: Where tenderers must meet a minimum turnover requirement, the annual requirement MUST be relative to the value of the Contract and must NOT be more than twice the estimated contract value. If

the requirement is only for a banker's letter, ComReg would not be able to exclude a tenderer if they produce such a letter.

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 attached at Appendix 6 that they satisfy the technical and professional requirements(s) set out below and **must provide the information specified below in the tender response** .

(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 under the Lot being applied for 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;
- 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) Certification – Practising Certificates and Conduct (Pass/Fail)

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 Solicitor in Ireland issued by the Law Society of Ireland in accordance with the Solicitors Act 1954-2015, (as amended).

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 state of Ireland, the equivalent legislation, rules or regulations, in the last five (5) years. Pass/Fail

3.2.C Insurance

All Framework Members will be required, at a minimum, to take out and maintain at its sole cost and expense for the benefit of ComReg at all times for the duration of the relevant Framework Agreement and for such further time as is reasonable and/or may be required in the circumstances the minimum insurance levels, detailed below:

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)]

	Lots 1 and 2: each will require professional indemnity insurance with minimum cover of euro €1,500,000 for each and every claim (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the relevant Framework Agreement). Lot 3 (including sub lots): will require professional indemnity insurance with minimum cover of euro €5,000,000 for each and every claim (which professional indemnity insurance will be kept in place for at least six (6) years from the expiration or termination of the relevant Framework Agreement).
--	--

Tenderers must provide evidence (to the satisfaction of ComReg) of their ability to obtain and maintain such insurance cover. This must be done through the provision of a letter/statement from the Tenderer’s insurance company or broker:

- a) evidencing that the Tenderer currently has in place insurance complying with this requirement; or
- b) can obtain such insurance upon request. (PASS/FAIL)

This comprises the minimum insurance requirement. However, Tenderers should note that depending on the nature and scale of the project undertaken, additional professional indemnity insurance cover may be required from time to time during the term of the relevant Framework Agreement.

The insurance details provided by Tenderers and any existing arrangements they have in place or propose to make in relation to insurance are subject to further comment by the ComReg and its insurance advisers and ComReg and its insurance advisers may query or seek clarifications or supplemental information on any matters pertaining thereto as they see fit.

ComReg reserves the right, at its absolute discretion, to reject any Tender if the terms of insurance do not meet the requirements set out above and at section 2.21.1. Tenderers should note that ComReg reserves the right to prescribe maximum levels of excess and other details regarding required insurance, including increased levels of insurance, as a condition of entry into the Framework Agreement.

3.3 Award Criteria

- 3.3.1 Appointment to the relevant Framework Agreement will be determined 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 **word** 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	Approach and Methodology for the delivery of the service		5	60%
B	Reliability and continuity of supply		10	60%
C	Human Resources Offered	C1 - Quantity and Balance of proposed Designated Team	10	60%
		C2 - Quality of the Designated Team	40	60%
D	Green Public Procurement Criteria		5	n/a
E	Cost (see Appendix 2 Pricing Schedule)		30	n/a
	Total		100	n/a

Section	Max Word Count	Guidance
Section 1 Executive Summary	500 words	This section should contain an executive summary of the proposal.
Section 2 - Approach and methodology for the delivery of the service (Criterion A)	1,500 words	Tenderers must describe their approach. The proposal must include the approach to meeting agreed response times, project and account management, reporting mechanisms and quality assurance procedures proposed. Tenderers must demonstrate that they have at their disposal effective and efficient technical resources to deliver legal services. Tenderers should include a description of the Tenderer's technical resources for the delivery of legal services (e.g. case management systems, client intranet, secure e-mail correspondence, in house IT, security expertise etc). Tenderers should also describe their approach to achieving cost-saving efficiencies.

Section	Max Word Count	Guidance
Section 3 - Reliability and Continuity of Supply (Criterion B)	1.000 words	Tenderers are required to satisfy ComReg that their service proposals may be fully relied upon. Tenderers are required to provide an explanation of how it will satisfy ComReg that their service proposals may be fully relied upon. Tenderers are also required to provide contact details for two referees to attest to successful performance on comparable previous contracts in the last 3 years. ComReg reserves the right to contact any of the referees provided to verify the successful delivery of services or to rely upon information otherwise objectively available.

Section	Max Word Count	Guidance:
Section 4 - Human Resources Offered (Criterion C) - C1 Quantity and Balance of proposed Designated Team Quality of the Designated Team	N/A	Criterion C1 - Quantity and Balance of those individuals and persons whom the Tenderer proposes to use in the performance of the Services under any Call-Off Contract ("the Designated Team"). Tenderers are required to demonstrate that they have at their disposal an appropriate number of suitably qualified and experienced resources. Tenders must provide; • Details of members of the Designated Team (by way of curriculum vitae) together with details as to how the team will meet the requirements of the relevant Lot. • Details of the members of the Designated Team's areas of expertise/specialism; the proposed responsibilities that each team member will have; and the proposed role that each team member will play. ComReg may require that the members of the Designated Team be supplemented or amended where it considers this to be reasonably necessary.
Section 4 - Human Resources Offered (Criterion C) - C2 - Quality of the Designated Team	2,000 words	Criterion C2 - Quality of Designated Team Tenderers are asked to demonstrate by whatever means they have at their disposal, the extent of the expertise and the fitness for purpose its Designated Team for the delivery of services under the relevant Lot. Tenderers are asked to demonstrate that they have adequate training and professional development procedures in place. The Designated Team should have worked on similar Services, where possible within the last three years. The Tenderer should provide details of contracts within the last three years in which members of the Designated Team have successfully delivered legal services of a similar nature to those required under the relevant Lot.

Section	Max Word Count	Award Criterion D:
Section 5 - Green Public Procurement (Criterion D)	500	ComReg refers to “Buying Greener: Green Public Procurement Strategy and Action Plan 2024-2027” and specifically to “Appendix III: Minimum Environmental Criteria for Public Procurement of Goods and Services”. Having regard to Appendix III, each Tenderer should specify the practical measures the Tenderer has taken, is taking, or will take: - to provide the Services in an environmentally sustainable manner, including sustainability awareness training for personnel involved in contract fulfilment; and - to monitor and measure the environmental and circular economy impacts of the Services, including measures to reduce greenhouse gas emissions, to improve energy efficiency, and to use resources in a sustainable manner.

Award Criterion E: COST

Please complete the Pricing Schedule attached at Appendix 2.

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

The Tender with the lowest “Notional 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:

Cost score

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

The following scoring methodology will be used to determine the score for each of the Award Criteria A, B, C (C1 & C2) and D for each Lot and Sub Lot:

[Please check the scoring methodology below against the minimum marks requirements, where used, and adjust accordingly.]

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 95% 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.
60% to 79% of Available Marks	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.

21% to 59% of available marks	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.
1% to 20% available marks	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.
0% of Available Marks	Response completely fails to address the criteria under consideration.

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 E: Cost will be deemed to have submitted the most economically advantageous tender.

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

(a) the Tenderer submitting the following evidence in respect of the Tenderer 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 part 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.

3.3.3 It is anticipated that the highest ranked Tenderers in each Lot will be admitted to the relevant Framework Agreement. Subject to the quantity and quality of the Tenders received, ComReg anticipates that it may admit up to 15 Framework Members for each Lot. ComReg reserves the right to admit less or more members to a Framework Agreement at its absolute discretion.

3.4 Presentation of Proposals

3.4.1 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 Tenderer(s) 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, when notifying Tenderers of the results of this Competition, may include the scores obtained by the Tenderer concerned and the scores obtained by the lowest scoring Tenderer for each Lot.

3.6 Return of Signed Framework Agreements

- 3.6.1 The successful Tenderer(s) must sign and return the Framework Agreement 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 Framework Agreement 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 Framework Agreement has not been received by ComReg within the period as specified at paragraph 3.6.1 then ComReg may proceed to offer a Framework Agreement to the next highest-ranked Tenderer.

Appendix 1: Specification Requirements of the Services

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.

ComReg Background

- 1.1. The Commission for Communications Regulation ('ComReg') is responsible for regulating communications services in Ireland including, but not limited to, postal services, premium rate services, electronic communications networks and services, emergency call answering and public warning communications, and radio spectrum. ComReg has also been assigned new roles in respect of accessibility requirements for end users under the European Accessibility Act and physical resilience under the Critical Entities Resilience Directive ("CER"). Additionally, we expect to be assigned further responsibilities over period of the Framework Agreement. These are likely to include cybersecurity under the second Network and Information Systems ('NIS2') Directive, access to, and use of, data under the EU Data Act and market surveillance functions under the Artificial Intelligence Act. For further information see ComReg's Strategy Statement 2025-2027.
- 1.2. More information in relation to ComReg can be accessed at www.comreg.ie

Current Framework Agreement

The current Framework was put in place in 2022 and expires on 28 September 2026

Likely deliverables under all Lots

The Services

- 1.3. ComReg requires legal services across a range of its core and non-core functions, and intends to establish various multi-supplier frameworks for the provision of such legal services by solicitors. Tenderers will be required to be in a position to provide some of the legal services specified in the respective Lots which they are applying for.

- 1.4. While ComReg has used its best endeavours to outline the scope of Services (as set out in Para 1.6 below) the service requirement may be revised in the future to include services similar in nature to the existing Services.
- 1.5. The services provided under this Framework will not include any services that may be required by ComReg's Adjudication Unit which is responsible for the management of ComReg's adjudication services. It will be the responsibility of the Adjudication Unit to independently source services and Tenderers should be conscious of the necessary independence of the Unit and any possible conflicts that may arise.

1.6. Description of the Services

Lot 1 – Corporate Law Services

Lot 2 – General Circuit Court and District Court litigation

Lot 3 – Core Regulatory and Legal Services

Lot 3.1 – Electronic Communications

Lot 3.2 – Cybersecurity and Resilience

Lot 3.3 – E.U. Data Act

Lot 3.4 – eIDAS

Lot 3.5 – Postal Law

Lot 3.6 – AI Act and Product Safety

Specification Requirements Lot 1 – Corporate Law Services

“Corporate Law Services” shall consist of legal advice and/or assistance and/or representation relating to the operation of ComReg (as opposed to the exercise of its regulatory functions), including:

- a) Public procurement;
- b) Corporate law and contracts;
- c) Corporate Governance;
- d) Company law;
- e) Employment and pensions law;
- f) Immigration law;
- g) Health and Safety law;
- h) Data Protection law;
- i) Freedom of Information;
- j) Access to Information on the Environment;
- k) Protected Disclosures;
- l) Intellectual property law;
- m) Defamation and media law;
- n) Property law, including landlord and tenant law;
- o) Artificial Intelligence;
- p) Cyber Security law
- q) EU and Irish law related to energy efficiency and climate action as it applies to public sector bodies; and
- r) Any related litigation.

Specification Requirements Lot 2 - General Circuit Court and District Court litigation

- a) Irish Circuit Court and Irish District Court prosecutions relating to any of the Lots.
- b) Circuit Court and District Court litigation where substantive pre-litigation advice is not required.

Specification Requirements Lot 3 – Core Regulatory and Legal Services

Core Regulatory and Legal Services shall consist of legal advice and / or assistance relating to ComReg's functions and obligations under Irish and EU law including:

- a) Irish and EU regulatory law;
- b) Public, administrative and constitutional law;
- c) EU law;
- d) Compliance and enforcement in relation to this Lot or any of the Lots;
- e) Any related dispute resolution including but not limited to litigation, adjudication, arbitration, mediation, etc. for this Lot (including the sub-lots below) or any of the Lots
- f) Any of the matters described at sub lots 3.1 – 3.6 below, to include any related legislation arising in relation to those sub lots.

Specification Requirements Lot 3.1 – Electronic Communications

Electronic Communications Law to include:

- a) Irish and EU electronic communications law
- b) Irish and EU competition law
- c) Irish and EU consumer law including accessibility and the European Accessibility Act
- d) Irish, EU and International radio communications and spectrum management law

Specification Requirements Lot 3.2 – Cybersecurity and Resilience

Cybersecurity and Resilience to include:

- a) Irish and EU cybersecurity law related to the digital infrastructure, ICT Service Management, Space, and Digital Providers and postal and courier services sectors,
- b) Irish and EU law related to the resilience of critical entities,
- c)

Specification Requirements Lot 3.3 – EU Data Act Regulation ('Data Act')

The Data Act including pan EU switching & interoperability for Cloud Service Providers under the Data Act and Irish law transposing the Data Act.

Specification Requirements Lot 3.4 – eIDAS

Irish and EU law related to electronic identification, authentication and trust services (eIDAS) including Regulation (EU) No 910/2014 and Regulation (EU) 2024/1183 .

Specification Requirements Lot 3.5 – Postal Law

Irish and EU Law relating to Postal services.

Specification Requirements Lot 3.6 - EU AI Act and Product safety

- a) The EU AI Act including market surveillance authority activities under Article 6(1) and Annex I ('regulated products') relating to radio equipment and under Article 6(2) and Annex III ('use cases') relating to 'critical digital infrastructure' and Irish law transposing the EU AI Act.
- b) Irish and E.U. product safety law, including the role of a Market Surveillance Authority².

- 1.7. While there may be some overlap between a number of the Lots, each is distinct. It will be a matter for ComReg to determine, at its absolute discretion, which Lot it deems most suitable for any particular Service required. Tenderers must submit an application in respect of each Lot and or Sub Lot being tendered for.
- 1.8. Where a Tenderer has applied for one, several or all Lots they must clearly state on the response to the RFT which Lot(s) or Sub Lots they wish to be considered for.

Outline of Legal Services Required

The Services are as described in the Lots above

- 1.9. From time to time, ComReg may require a Framework Member to provide personnel, of sufficient qualification and experience, to be seconded to ComReg's offices for a limited period on a full-time or part-time basis. The potential of providing a secondee should be taken into consideration in the Tenderer's response to the RFT questionnaire.

Conditions of Service Delivery

- 1.10. ComReg requires a flexible and responsive service from its legal advisors. In general, the following response times are expected:

² Relevant legislation in this category includes Directive 2014/53 (Radio Equipment Directive), Directive (EU) 2014/35 (Low Voltage Directive), Directive (EU) 2014/30 (Electromagnetic Compatibility of Equipment Directive), Regulation (EU) 2019/1020 (Market Surveillance Regulation), Regulation (EU) 2022/30 (Delegated Radio Equipment Regulation), Regulation (EU) 2023/988 (General Product Safety Regulation), Regulation (EU) 2024/1689 (Artificial Intelligence Act) and Irish law transposing E.U. law in this area.

Task	Expected Response Time
Acknowledge e-mail/phone call	same working day if received before noon, and on the morning of the next working day if received in the afternoon
Respond to straightforward queries	3 working days
Facilitate meeting request	3 working days
Respond to complex queries	5-10 working days

- 1.11. In relation to meetings, Tenderers should note that meetings will generally be held at ComReg's office. Under the Framework Agreement, no expenses in respect of travel, travel time and subsistence will be payable unless previously agreed in writing by ComReg. Invoices must reflect working hours and timesheets maintained and produced upon request by the Commission.

Appendix 2: Pricing Schedule

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED BY TENDERERS

Client: The Commission for Communications Regulation

Competition: Multi-Supplier Framework Agreement for the provision of legal services to ComReg T21680

Lot: _____[Insert Lot number(s)]_____

From: _____[Insert Company / Applicant Name]_____

We have examined the Request for Tenders and hereby offer to provide the Services on the terms described therein, as and when required to do so under the Framework Agreement for the maximum hourly rates in the below pricing form:

Grade*	Hourly Rate (excl. VAT) €
Grade 1 <i>Grade 1 is a qualified solicitor who is a partner or consultant.</i>	
Grade 2 <i>Grade 2 is a qualified solicitor with no less than 5 years post qualification experience.</i>	
Grade 3 <i>Grade 3 is qualified solicitor with between 2 and 5 years post qualification experience</i>	
Grade 4 <i>Grade 4 is a qualified solicitor with between 0 and 2 years post qualification experience</i>	
Grade 5 <i>Grade 5 is a trainee solicitor or a paralegal.</i>	

Price will be evaluated in accordance with the methodology set out below

1. Allocation of Marks:

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

2. ‘Notional Evaluation Price’ calculation

In order to facilitate the evaluation, there will be a notional evaluation price. The notional evaluation price will be based on the Hourly Rate for each of the 5 Grades submitted and will be determined as follows:

Notional Evaluation Price = [HRG1 x 100 Hours] + [HRG2 x 80 Hours] + [HRG3 x 60 Hours] + [HRG4 x 50 Hours] + [HRG5 x 40 Hours]

Where:

- HRG1 = Tendered Hourly Rate for Grade 1
- HRG2 = Tendered Hourly Rate for Grade 2
- HRG3 = Tendered Hourly Rate for Grade 3
- HRG4 = Tendered Hourly Rate for Grade 4
- HRG5 = Tendered Hourly Rate for Grade 5

Grade*	Hourly Rate (excl. VAT) €	Notional Hours	Notional Cost (Hourly Rate X Notional Hours)
Grade 1³ <i>Grade 1 is a qualified solicitor who is a partner or consultant.</i>		100	€
Grade 2 <i>Grade 2 is a qualified solicitor with no less than 5 years post qualification experience.</i>		80	€
Grade 3 <i>Grade 3 is qualified solicitor with between 2 and 5 years post qualification experience.</i>		60	€
Grade 4 <i>Grade 4 is a qualified solicitor with between 0 and 2 years post qualification experience.</i>		50	€
Grade 5 <i>Grade 5 is a trainee solicitor or a paralegal.</i>		40	€
Total Notional Evaluation Price (Sum of all the Notional Costs for each Grade)	N/A	N/A	€

³ Applicants must ensure that their hourly rates are inclusive of any account management activities as ComReg will not pay for the time spent by the Account Manager on relationship management activities.

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.

(3) The rates submitted will be the maximum rates permitted for each grade for the duration of the Framework Agreement.

(4) The grades are as follows:

- Grade 1 is a qualified solicitor who is a partner or consultant
- Grade 2 is a qualified solicitor with no less than 5 years post qualification experience.
- Grade 3 is qualified solicitor with between 2 and 5 years post qualification experience.
- Grade 4 is a qualified solicitor with between 0 and 2 years post qualification experience.
- Grade 5 is a trainee solicitor or a paralegal. A trainee solicitor is an individual seeking to be admitted as a solicitor who by indentures of apprenticeship with a training solicitor is provided with training pursuant to such indentures. A paralegal is an individual who does not hold a practising certificate but is qualified by way of education, training or work experience and who performs specifically delegated substantive legal work for which a solicitor is responsible.

This declaration must be completed and signed by a person authorised to bind the Tenderer.

SIGNATURE/eSignature	
Name:	
Position:	
Company Name	
Email address:	
Date:	

Appendix 3: Tenderer's Statement

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

TENDERERS' STATEMENT

TO: The Commission for Communications Regulation ("ComReg")

RE: Request for Tenders to establish Multi Supplier Framework Agreements for [insert] to the Commission for Communications Regulation.

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, Appendices [1-6] and the terms and conditions of the Framework Agreement and Call-off Contract in Appendix 5, we hereby agree and declare the following:

1.	We understand the nature and extent of the Services required to be delivered as described in the RFT in particular at Appendix 1 to the RFT.
2.	We accept all of the Terms and Conditions of the RFT, the Framework Agreement and the Call-off Contract and agree, if awarded a Framework Agreement, to execute the Framework Agreement attached at Appendix 5 to the RFT.
3.	We accept all the Selection and Award Criteria as set out in 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 Call-off Contract, pursuant to a Framework Agreement, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6.	We confirm that we have complied with all requirements as set out in this 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 Framework Agreement under the RFT, have in place from the date of any Call-off Contract and for the duration of the Call-off Contract and such further period as may be required or ought prudently to be effected and maintained after the expiration or termination of the Call-Off Contract, all insurances as required by paragraph 2.21 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).

14	We acknowledge that the RFT does not constitute an offer by ComReg to enter into a Call-off Contract and neither this document nor any of the information set out therein should be regarded as a commitment or representation on the part of ComReg or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise, shall exist unless and until a Call-off Contract has been executed by ComReg.	
SIGNED		Company
(Authorised Signatory)		
Print name		
		Address Date

Appendix 4: 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.]

Re: Request for Tenders to establish Multi Supplier Framework Agreement for the provision of [Insert].

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 who 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.

- (q) [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);
- (r) 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).

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

Signature of Declarant	Name of Declarant in print or block capitals
Declared before me by _____ who is personally known to me (or who is identified to me by _____ who is personally known to me) at _____ this _____ day of _____ 20____ _____ (signed) Practising Solicitor/Commissioner for Oaths	

Appendix 5: Framework Agreement (including Call-off Contract and Drawdown Rules)

Document attached separately.

Appendix 6: Electronic European Single Procurement Document (eESPD)

Document attached separately.