

Ref: CFT8495035 - T21680 - Request for Tenders to establish a Multi Supplier Framework Agreement for the provision of legal services to the Commission for Communications Regulation.

Clarification Questions dated 14th of July 2026 (010)

Message Ref No:	Question	ComReg Response
734289	ComReg Panels 2026: Queries on the Framework Agreement Overall, we would be happy to agree to your standard terms and conditions. However, we would like the opportunity to discuss them with you in further detail if we are successful in our tender. There are a number of points (including those mentioned below) that we would look to discuss with you as they are difficult to accept in their current form due to the application of certain regulations to us, industry practice and the way our firm operates. The main areas we would like to discuss/clarify with you are as follows:	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.
	• Definition of "Conflicts of Interest" – this is currently drafted very widely and in a manner that does not reflect the regulatory and professional environment in which law firms operate and how conflicts of interest are typically managed. We can confirm that we will abide by all laws and regulations (including rules of professional conduct) applying to solicitors in Ireland regarding conflicts. We carry out detailed conflict checks prior to accepting any matter but these are aimed at identifying actual legal conflicts arising in relation to any matter and do not purport to identify all potential or commercial conflicts, many of which are unknown to us. If we are made aware of a potential or commercial conflict with you, we will discuss it with you, while maintaining any duties of confidentiality, with a	Noted.

	view to agreeing an acceptable approach. We of course accept that our retainer may be terminated by you at any time if you are not satisfied with our approach. Any discussions regarding conflicts will be subject to this firm's duties of confidentiality to other clients.	
	• Clause 7.8 (Most Favoured Nation clause) – we are unable to provide most favoured nation clauses, and it would be unusual for law firms to do so.	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.
	• Clause 9.15 – please confirm that, in the event the we “assist, co-operate, co-ordinate and share its information with any other Framework Member(s) engaged by ComReg in connection with the project to which the Services relate” that any liability which this firm may be jointly and severally liable to ComReg will be limited so as to be in proportion to this firm's relative contribution for such loss.	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.
	• Clause 11 (Audit rights) – 7 days' notice would be impracticably short. Due to the resources and time necessary to organise audits, we generally require a minimum of 10 working days. Also, any audits will be subject to (and shall not conflict with) this firm's duties of confidentiality and data protection to other parties.	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.

	• Clause 11.2.2 and Clause 11.3 (purpose of Audits) – we cannot accept clause 11.2.2 and clause 11.3. Audits should be limited for the purposes of confirming that the correct fees have been charged for the correct services and should not be used to determine whether there has been a breach of the agreement. Any claim that there has been a breach of the contract should be pursued by way of a breach of contract claim in the ordinary course and Clause 11.2.2 and 11.3 should not be used to circumvent this.	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.
	• Clause 12.2 (iv) (Confidentiality) – please confirm that clause 12.2.(iv) is limited to “where legally permitted”.	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. Disclosure obligations only arise as permitted by law.
	• Clause 12.2 (v) (Confidentiality) – please include within definition of “Recipient” any service providers in connection with our operations in the ordinary course of our business (such as IT security/systems maintenance and development, document/data storage, business applications, finance (including accounting and e-billing services) etc.).	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.
	• Clause 12.3 – please add “or is otherwise subject to legally binding obligations of confidentiality that are substantially similar to those set out in this clause 12. [Note: It may not be feasible for us to procure that third party “Recipients” (such as service providers or third party advisers) specifically sign up to clause 12 of the Framework. Instead, how we will	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.

	have our own separate NDA/confidentiality obligations in place with them.].	Tenderers may not amend the Framework Agreement or the Call-off Contract.
	• Clause 12.4 – For third party Recipients (such as service providers or third party advisers) 5 working days may be difficult as we may have no control over such third parties. We will use reasonable endeavours to procure that such Recipients comply with clause 12.4	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.
	• Clause 12.11 – We would be unable to accept this restriction. The conflicts of interest provisions provide the appropriate protections for ComReg in this regard. Given the scale of our firm, and the relatively small size of the jurisdiction in which we operate, we act for many clients who are active in the same industries, sectors or businesses (including ECS clients). Some clients regard this as beneficial as it deepens our sectoral knowledge. Others are concerned about commercial conflicts. We can obviously confirm that all client information and advice is confidential to that client. We can also confirm that we will abide by all laws and regulations (including rules of professional conduct) applying to solicitors in Ireland regarding conflicts.	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.
	• Clause 14 (Data Protection) – we are unable to accept clause 14 in its current form. This is because the clause (as drafted) currently suggests we are acting in the role of “data processor”. i.e. the provision follow those required under Article 28(3) of the GDPR for Controller to Processor engagement. As professional legal advisers, the Framework Member will generally and predominantly act as an independent Data Controller (not a	Clause 14 as drafted does not assign a framework member as a data processor or data controller. It simply requires that any party signing the Framework Agreement agrees to compliance with Irish and European Data Protection law.

	data processor). Therefore, clause 14 is inconsistent with this role (and in fact could conflict with the Framework Member's obligations as data controller). This could therefore lead to confusion as to the roles and responsibilities of the parties under Data Protection Legislation. By way of further explanation, as solicitors we would ordinarily and predominantly act as controllers in respect of personal data that is transferred to, or obtained by, us in the course of a matter. This is because, as a law firm, we act with a significant degree of independence in deciding what information to use and how to use it and there are usually no instructions from the client directed at the processing of personal data. The processing that we carry out in order to fulfil our tasks as legal representative for our clients is therefore linked to our functional role (as a law firm) so that we are regarded as controller for this processing. This approach is well established within the legal sector generally and is supported by advice and guidance of data protection regulators within Europe <u>[see the EDPB Guidelines on the concepts of controller and processor (in particular paragraph 25), and see also the UK Information Commissioner's Office guidance on this issue (paragraphs 25 to 27, and paragraphs 40 to 43)]</u>. We suggest, as a practical solution, including a general statement at the beginning of Clause 14 acknowledging that the Framework Member is generally and predominantly data controller (and that the Framework Member will comply with its obligations as such under applicable data protection laws), however if and to the extent the Framework Member processes personal data on behalf of ComReg as Data Processor, then Clause 14 will apply. This would give ComReg full protection regardless of roles.	
	• Clause 14.6 (Data Protection) – we request that this is removed. Please refer to Article 82 of GDPR, which provides suitable comfort regarding proportional liability for breaches of GDPR.	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.
	• Clause 15 (Disclosures) – for the avoidance of doubt, any such disclosures under clause 15.1 and 15.2 will be subject to (and shall not conflict with) this firm’s duties of confidentiality and data protection to other parties and solely where such claims, events or circumstances would have a material impact on the Services to ComReg.	Noted.
	Clause 17 (Termination) – We would like an equivalent right to terminate the framework agreement on 60 days’ notice (subject to this firm’s professional rules of conduct).	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.
	• Clause 19.2 (Indemnities) – please remove reference to clause 14.6 (see above). In addition: • Please include a liability cap for claims under the <u>Framework Agreement</u> itself (i.e. not just each call-off contract); and • Please amend the cap from €1,000,000 to €1,500,000 – this is because, under the Legal Services Regulation Act 2015, law firms are not permitted to limit their liability below €1.5m.	ComReg does not consider that Article 82 provides a suitable basis for the removal of the reference to clause 14.6 from Clause 19.2 ComReg does not see a requirement to include a liability cap for a Framework Agreement. The liability cap relates to each Call-Off Contract awarded. The liability cap in Clause 19.2 will be amended in respect of any Framework Agreement that may be

		entered into by a successful tenderer at the end of this process.
	• Clause 20.2 (Insurance) – Please note that we are unable to commit to “ensuring that the relevant insurer will indemnify ComReg directly”.	We note that Clause 20.2 contains an alternative that does not require any permission or consent from the insurer.
	• Clause 21(Joint & Several Liability) - This clause provides for joint and several liability if the Framework Member is comprised of more than one persons. We are a partnership of solicitors authorised by the Legal Services Regulatory Authority as a limited liability partnership (LLP) under the Legal Services Regulation Act 2015 (Chapter 3, Part 8). Please confirm that Clause 21 is not intended to apply to Limited Liability Partnership registered under the LSRA 2015.	This clause is only operative where there is more than “one person or legal entity”. An LLP would be considered a legal entity.
	• Clause 24.3 (sub-contractors) – please confirm that clause 24 does not apply to third party advisers or suppliers (such as local counsel, financial advisers, experts) engaged by this firm on behalf of, or at the request of, ComReg. <u>Rationale</u>: By way of explanation, we do not anticipate subcontracting any of the services that ComReg engages us to provide as a matter of course. However, if there is a need to engage the services of a third-party adviser or expert (e.g. local counsel, financial advisers, experts) (“TPAs”) on a particular matter, we would always encourage ComReg to engage that TPA directly. In some circumstances, we may agree (at ComReg’s request) to instruct a TPA on ComReg’s behalf. However, this is conditional on the understanding and agreement that: (i) we act as agent for and on behalf of ComReg (i.e. our role and	Confirmed and noted.

	responsibilities in relation to the TPA will be limited to instructing and co-ordinating with such TPA); (ii) we do not accept any liability for TPAs, including any liability or responsibility for security or for procuring the behaviour of, or imposing a client's terms, on such TPAs or for monitoring their compliance.	
	• Clause 38 (AI) – please confirm that clause 38 is designed to capture “generative” AI platforms/tools only, as opposed to more generic AI tools for more administrative/task based purposes.	As per the definition of AI Systems contained within Clause 38, this applies to both generative and non-generative AI systems.

Ref: CFT8495035 - T21680 - Request for Tenders to establish a Multi Supplier Framework Agreement for the provision of legal services to the Commission for Communications Regulation.

Clarification Questions dated 15th of July 2026 (014) Q1-3

Message Ref No:	Question	ComReg Response
735356	Query 1 / Note 1 In relation to Clause 14 (Page 27 of the Framework Agreement) We act primarily as a controller (as defined in the General Data Protection Regulation 2016/679 (GDPR)) during the course of providing legal services. We use any personal data provided to us by ComReg for the purposes of providing legal services ComReg in accordance with our professional obligations. Accordingly, we determine the purposes and means by which such personal data	Clause 14 as drafted does not assign a framework member as a data processor or data controller. It requires that any party signing the Framework Agreement agrees to compliance with Irish and European Data Protection law.

	is processed and have the responsibility of a controller in relation to it. We comply with our obligations as a controller under Data Protection Laws. We also appreciate, however, that this is a grey area and that there are circumstances where we may process personal data on behalf of a client. In circumstances where we operate as a processor, we ensure that we have in place contractual clauses which comply with Article 28 of the GDPR. More generally, we are also happy to sign up to client provisions which include such Article 28 provisions. We will provide the relevant details to ComReg to complete Schedule 7, once the specific detail of any services, in respect of which we may act as a processor, are outlined. As such and in relation to Clause 14.2 (page 27), please could we add at the end of the sentence “....when acting as a processor:”	
	Query 2 / Note 2 In relation to Clause 19.2 (Page 27 of the Framework Agreement) Under applicable Law Society Regulations, the minimum amount a law firm may limit its liability is €1.5m.	The liability cap in Clause 19.2 will be amended in respect of any Framework Agreement that may be entered into by a successful tenderer at the end of this process.
	Query 3 / Note 3 We wanted to flag, ahead of submission, that we may be requesting amendments to the conflicts of interest wording in the Framework Agreement to reflect the fact that we act for a broad client base. While we do not anticipate significant conflict issues in respect of ComReg's core activities, this is subject to entities we will expressly name in our tender submission. As is standard practice, we are only able to carry out a conflict check at the point we receive instructions on a specific	In respect of any Framework Agreement that may be entered into by a successful tenderer at the end of this process, conflict of interest checks will form part of any subsequent Call Off Contracts that may be entered into.

	matter and prior to entering into a Call-Off Contract. It can be noted that any change we request will simply be to reflect this position.	
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Clarification Questions dated 15th of July 2026 (015) Q1-10

Message Ref No:	Question	ComReg Response
735965	Clarifications Document 1. Indemnities – Conditions Precedent We note that clauses 7.10, 13.13, 14.6, 19.1, 19.3, 20.2 of the Agreement and 2.11.2 (RFT) (Environmental, Social and Labour Law) contain indemnities in favour of ComReg. Can ComReg please clarify/consider whether standard conditions precedent language where not already included can be agreed to provide contractual clarity as to the role and responsibilities of each party should such an indemnity claim arise? By way of example, we propose that the following wording be included at the end of clause 7.10, 13.13, 14.6, 19.1, 19.3 20.2 of the Agreement and 2.11.2 (RFT) (Environmental, Social and Labour Law) : “The Framework Member’s liability to indemnify the ComReg under this clause is subject to the liability cap set out in Clause 19.2 and the following conditions precedent:	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.

	• ComReg shall notify the Framework Member on becoming aware of any claim which might give rise to any liability to indemnify ComReg under this clause and shall give to the Framework Member such assistance and cooperation as the Framework Member may reasonably require in contesting any such claim; • ComReg does not incur any avoidable costs; and • ComReg allows the Framework Member to input on the conduct of the defence of any such claim and any settlement negotiation. • Solely for the indemnity at 13.13 ComReg allows the Framework Member at the Framework Member's discretion to alter, replace or withdraw any deliverable so that any offending element is removed."	
	2. No Liability Cap We note as per clause 19.2 that breaches of the indemnity for IP related third-party claims contained in clause 13.13, Clause 14.6 (Data Protection indemnity), or any breach of the provisions of Clause 12 (Confidential Information) is not subject to the general liability cap. Can ComReg please clarify/consider including such breaches indemnity under the general liability cap and therefore the references to Clauses 13.13, 14.6 & Clause 12 in clause 19.2 can be deleted, or we could review higher reasonable liability cap if necessary?	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.
	3. Disproportionate Liability Cap Can ComReg please consider applying a proportionate general liability cap. This will facilitate transparency with respect to the final contract terms with potential bidders. This Framework Member opines that a liability cap of 300% of the	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

	Charges paid or projected to be paid (whichever is higher) under this Agreement is market standard and proportionate. Please see our proposed wording for clause 19.2 (Indemnity) below: “Save in respect of fraud, personal injury or death, the limit of the Framework Member’s aggregate liability to ComReg under this Framework Agreement or any Call-Off Contract whatsoever and howsoever arising shall not under any circumstances exceed 300 percent of the fees paid or projected to be paid (whichever is higher) under the applicable Call-Off Contract during the 12 months immediately preceding the claim or series of connected claims”.	not amend the Framework Agreement or the Call-off Contract.
	4. Protection for [X] LLP Intellectual Property Given that the Framework Member will generally bring considerable intellectual capital to this engagement, can ComReg please confirm that the wording of Clause 13 can be considered further. In particular, this Framework Member wishes to propose a non-material variation be made to Clause 13.5 which acknowledges that ComReg shall be entitled to and own the final product of the Services on payment of the Charges, however the copyright and any other intellectual property rights shall belong to the Framework Member For the avoidance of doubt, this Framework Member would grant to ComReg a royalty-free, paid-up, non-exclusive, perpetual license to use any Framework Member intellectual property, excluding any third-party intellectual property	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.

	contained therein, in connection with ComReg use of the final products as intended in the Agreement to the extent required.	
	5. Return or Deletion of Information Clause 3.5 (Confirmation, Warranties and Representations) provides that the Framework Member shall be required for a period of six (6) years following termination of the Framework Agreement or any Call of Contract to retain detailed records of all matters undertaken by the Framework Member in relation to the services and the discharge of our obligations under the Agreement and any Call off contract. [X [REDACTED] X]LLP shall be required to provide ComReg with these records at any time within the retention period. Clause 12.5 (Confidential Information) provides that provides that the Framework Member shall be required to return Confidential Information once the purpose for which the Confidential Information supplied to the Framework Member has been fulfilled. Framework Member shall be required within one month of receiving written notice return to ComReg all Confidential Information insofar as it is tangible together with all copies. Framework Member shall be permitted to retain one copy for professional indemnity purposes only. Clause 14.7 (Data Protection) provides that the Framework Member shall be required to at the choice of ComReg to delete or return to ComReg all Personal Data at the end of the provision of the services unless European Union Law and Member State Law requires retention of this personal data.	Confirmed

	Clause 18.6 (Arrangement on Termination) provides that [X [REDACTED] X] LLP shall, upon termination of the Agreement, deliver to the Client all documentation in its custody or control relating to the Services. Please can ComReg clarify that the Framework Member shall not be required to return, deliver or delete any documentation or Confidential Information it is legally obliged to retain, provided always that such documentation and Confidential Information be kept confidential and retained subject otherwise to the terms of the Agreement.	
	6. Confidentiality – FOI Request During the provision of the Services the Framework Member may be required to disclose highly confidential or commercially sensitive information to ComReg. Please can ComReg consider varying Clause 12.6 and 12.7 of the Agreement to include the concept that any disclosure by ComReg of information pursuant to a request to which this Clause 12.6 and 12.7 of the Agreement relates, where the Framework Member has identified the information as confidential and commercially sensitive, shall solely be to the extent ComReg is legally required to do so. This is a reasonable yet important clarification, given the release of confidential and commercially sensitive Framework Member information may have detrimental consequences. This clarification should be contracted for by including the following additional sentence at the end of Clause 12.6 of the Agreement as follows: “Any disclosure of confidential or commercially sensitive information by ComReg pursuant to this clause shall only be to the extent legally required.”	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. ComReg is required to adhere to the provisions of the Freedom of Information Act. The nature of any Records that fall to be the subject of a request will be considered with respect to all provisions of the FOI Act, including relevant exemptions and the status of the record.

	7. Right to Terminate for Conflicts We note the Agreement does not contain a right for the Framework Member to terminate in the event of a conflict of interest which cannot be managed. This Framework Member has a statutory obligation to ensure such a right is contained in all of its contractual arrangements, pursuant to its statutory independence requirements as an auditor. Can ComReg please clarify/consider whether such a right to terminate can be included in this Clause? This statutory right to terminate could be contracted for by inserting the following wording as an additional sub-clause 17.9 (Termination) and at the end of Part 2.18.1 (Conflicts of Interest) of the RFT: “Should a conflict of interest arise which is contrary to the Framework Member’s policies and regulatory independence requirements, the Framework Member shall be entitled to terminate this Agreement and shall do so on notice taking effect immediately on delivery, but the Framework Member shall consult ComReg before taking that step.”	The RFT relates to the provision of legal services only. In respect of any Framework Agreement that may be entered into by a successful tenderer at the end of this process, conflict of interest checks will form part of any subsequent Call Off Contracts that may be entered into. 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.
	8. Right to Inspect/Right to Access The Agreement permits ComReg to: (1) inspect our premises as reasonably required to ensure compliance with the terms of the Agreement, including access to Personnel and Records (Clause 9.9 and 11.2); and (2) a general right to access our premises)). We request that ComReg varies this clause to clarify that any such inspection will be limited to records of fees and expenses in connection with the Services and will not include access to Framework Member’s s working papers or internal systems.	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.

	9. Where Designated a Data Controller Clause 14.2 outlines the Framework Member’s responsibilities as a processor. In light of the proposed scope of services, the roles of the Parties should be outlined in the Agreement. Given the Framework Member would in the ordinary course determine the means and purposes of any collection, handling and/or processing of any personal data, or at a minimum require the ability to independently determine same, for this reason the Framework Member should be defined as an independent Data Controller rather than a Data Processor who performs activities on behalf of another party. Can this please be considered and discussed in the event of a successful bid so that the correct legal definitions and requirements are contracted for? To assist your understanding, we propose that the following compromise hybrid wording replace the current wording: “In respect of Personal Data provided to or received by the Framework Member in the course of providing the Services, where the Framework Member determines the purposes and means of the Processing of such Personal Data, the Framework Member is a Data Controller of any such Data. It is the responsibility of the Framework Member to ensure its compliance with the Data Protection Laws with respect to any such Personal Data. Where Framework Member is acting as Data Processor, it shall Process all Personal Data that it Processes on behalf of ComReg in accordance with this Agreement.”	Clause 14 as drafted does not assign a framework member as a data processor or data controller. It simply requires that any party signing the Framework Agreement agrees to compliance with Irish and European Data Protection law.
	10. Use of AI We note that clause 38.2 requires the Framework Member to provide prior written notification to ComReg before using AI as part of the Services.	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

	In delivering the Services, the Framework Member may use [X [REDACTED] X] LLP-approved technologies, including [X [REDACTED] X] LLP authorised artificial intelligence technology, to support productivity, enhance user experience, generate content, or optimise business operations. The use of AI will be conducted in accordance with applicable legislation and regulatory and safeguards.	not amend the Framework Agreement or the Call-off Contract. The duty to give notice of the use of AI arises at Call Off Contract stage should a tenderer be successful.
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Clarification Questions dated 16th of July 2026 (017) Q1-2

Message Ref No:	Question	ComReg Response
736249	1. In relation to 'Lot 1' of the RFT, is it appropriate where a sub-category service is not within the scope of services by the tendering firm - should we leave it out or include and note N/A?	There is no requirement for the reference projects to cross all the areas of service listed in Lot 1. The Tenderer should demonstrate experience to cover the areas it wishes to be considered for.
	2. We note Clause 2.6.5 notes for a Tender to be compliant it must be capable of being read on 'Microsoft Word or PDF readers'. Provided we submit a PDF document of a Powerpoint document which is 'text searchable' will this form of Tender be compliant?	A PDF of a Powerpoint would be considered compliant.

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Clarification Questions dated 16th of July 2026 (018)

Message Ref No:	Question	ComReg Response
736999	Thank you for the clarifications published earlier today. We have some further queries in relation to two aspects however, which I'm afraid are still quite unclear, they are as follows: • The relationship between Lot 3 and the sub lots 3.1-3.6. We understand that each lot, including the sub lots are standalone lots and that tenderers may apply for as many lots as they wish. Our query is in relation to the scope for Lot 3 alone. The RFT states at Appendix 1, that the following items are included within the scope for Lot 3 (as a standalone lot): e) Any related dispute resolution including but not limited to litigation, adjudication, arbitration, mediation, etc. for this Lot (<u>including the sub-lots below</u>) or any of the Lots f) Any of the matters described at sub lots <u>3.1 – 3.6 below</u>, to include any related legislation arising in relation to those sub lots. If the above items are included within the scope of Lot 3, does that mean that the Contracting Authority expects that Tenderers should demonstrate experience to cover items e) and f) above within their Lot 3 tender submission?	No. The Tenderer should demonstrate experience to cover the areas it wishes to be considered for.

	• Relevant contracts and referees: We note there are several queries in relation to the number of relevant contracts and referees which should be submitted. Can the Contracting Authority please confirm that the below is correct: • As per section 3.2.B of the RFT, tenderers must provide details of 3 relevant contracts within the last 3 years for each lot being applied for. Each relevant contract must include contact details for the person to whom the services were provided. and • As per section 3 (Reliability and Continuity of Supply) Criterion B, tenderers must provide contact details of two client referees to attest to successful performance on comparable previous contracts within the last 3 years. We would be very grateful if you could clarify the above in due course.	Two (2) references are required for each contract for the past three years.
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