



Qualification System for National Shared Micromobility Schemes

Pre-Qualification Documents

Document 1 of 2: Information Memorandum

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February 2025

QUALIFICATION SYSTEM FOR FUTURE TENDER COMPETITIONS FOR NATIONAL SHARED MICROMOBILITY SCHEMES

Pre-Qualification Documents

Document 1 of 2: Information Memorandum

Document Control

Version	Date	Reason for the Version	Prepared By	Checked By	Approved By

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1. Important Notice

The information in this Information Memorandum and its accompanying Pre-Qualification Questionnaire (the “Pre-Qualification Documents”) is given for the guidance of Candidates only and does not purport to be comprehensive, or to have been independently verified. It may be altered without notice at any time.

The National Transport Authority does not warrant or represent that the Pre-Qualification Documents, or any other information given to Candidates, is accurate or complete. Neither the National Transport Authority nor its advisers accept liability for any error, misstatement, or omission (negligent or otherwise) in the Pre-Qualification Documents, or in any other information given to Candidates. None of the National Transport Authority or its advisers or any of their respective directors, officers, employees, agents or any other person owes any duty of care to any recipient either in relation to the Pre-Qualification Documents or any other information that a potential contractual party is provided with at any time. Recipients must undertake such investigations as they see fit before entering into any contract.

Save for Candidates’ obligations as to confidentiality as may be set out during this competition and any undertakings in the tender, the Pre-Qualification Documents are neither a contract, nor part of a contract, nor an offer to make a contract. There will be no contract between the National Transport Authority and any Candidate (including, but not limited to, any contract in respect of the competition process) unless and until the Contract is finally and formally concluded at the end of the competitive process. The National Transport Authority has no obligation to enter into any contract with any Tenderer.

Neither the National Transport Authority nor its advisers are liable for Candidates’ or Tenderers’ costs arising in connection with this competition, irrespective of the outcome of the competition, or its cancellation or postponement.

The National Transport Authority has the right at any time and without notice to (i) terminate the competition (or part of it), (ii) change the competition’s basis or procedures, (iii) procure the contract by other means, (iv) negotiate or engage with one or more parties at any time, or to do any combination of the foregoing or anything else deemed appropriate. In no instance will the National Transport Authority be required to give any reason for any alteration or termination of the process.

If any past or future contracts or other documents are summarised or described in the Pre-Qualification Documents, or in other information given to Candidates, the summary or description must not be taken as comprehensive, or as a substitute for reading the contract or other document itself, when available. The Pre-Qualification Documents are being made available by the National Transport Authority to Candidates on the terms set out therein. The Pre-Qualification Documents are not being distributed to the public nor have they been filed, registered or approved in any jurisdiction. Their possession or use in any manner contrary to any applicable law is expressly prohibited. Candidates shall inform themselves concerning, and shall observe, any applicable legal requirements.

In this Important Notice, references to the Pre-Qualification Documents include all information contained in them and/or information/opinions made available before the notification of the outcome of the pre-qualification process by or on behalf of the National Transport Authority, its advisers,

contractors, servants and/or agents in connection with Pre-Qualification Documents or the Services including, without limitation, the information made available in response to any queries.

Irish law is applicable to the Pre-Qualification Documents. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the Pre-Qualification Documents.

Each Candidate's acceptance of delivery of the Pre-Qualification Documents constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

2. INTRODUCTION

2.1 Definitions

Save where the context otherwise admits or requires, the following words and expressions shall have the meanings assigned to them below for the purposes of this Information Memorandum and Pre-Qualification Questionnaire.

“2008 Act” means the Dublin Transport Authority Act 2008, as amended;

“Applicant(s)” or “Candidate(s)” mean(s) the interested party/parties seeking to qualify for admission to the Qualification System;

“Business Days” means any day (other than a Saturday or a Sunday) that banks are generally open for business in Dublin;

“Call-Off Competition” means any subsequent tender competition which will be run pursuant to the Qualification System;

“Candidate Member” means each member of the group where the Candidate is a group;

“Contract” means a contract to operate a Shared Micromobility Scheme, which will govern the relationship between the Authority (or contracting authority) and any subsequent successful Tenderer pursuant to a Call Off Competition;

“Contracting Entity” means the entity which it is proposed will enter into the Contract with the Authority for the services contemplated by this Information Memorandum. Such entity may be:

- a) a single contractor; or
- b) two or more contractors acting as a joint venture

but will not include, for the avoidance of doubt, any other person to which such entity is sub-contracting some or all of the works and services contemplated by this Information Memorandum.

Where the Contracting Entity is intended to be an incorporated joint venture but which has not yet been formed, or where it intends to be an unincorporated joint venture, references in this Information Memorandum and PQQ to the Contracting Entity shall mean the intended members of such joint venture;

“Invitation to Negotiate” (ITN) means the document that may be circulated to Tenderers and govern the next stage in any subsequent Call-Off Competition;

“Invitation to Tender” (ITT) means the document that may be circulated to Tenderers and govern the next stage in any subsequent Call-Off Competition;

“Key Town” means a large economically active service and/or county town that provides employment for its surrounding areas and with high quality transport links and the capacity to act as a growth driver to complement a Regional Growth Centre;

“Local Authority” means a county council, city council or town council who provide a range of services within their boundaries, exercises local level powers and provides a forum for the democratic representation of local communities;

“Negotiated Procedure” is a procedure whereby the contracting authority allows potential suppliers to bid for a contract(s) by means of negotiation. It must comply with the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (S.I. No. 286/2016);

“NTA” or “the Authority” means the National Transport Authority;

“Operator” means the successful Tenderer with whom the Authority will enter into a Contract for the provision of the Services;

“Pre-Qualification Questionnaire” (PQQ) means Document 2 of 2 of the Pre-Qualification Documents;

“Pre-Qualification Submission” means the completed Pre-Qualification Questionnaire, including requested documentation submitted in response to this Information Memorandum and Pre-qualification Questionnaire (as may be clarified in accordance with the Pre-Qualification Documents);

“Qualification Stage” means the Submission of a Pre-Qualification Questionnaire by a Candidate for entry onto the Qualification System;

“Qualification System” means the system to be operated, whereby, during its term, Qualified Candidates may be considered for the award of Contracts from time to time;

“Qualified Candidate” means those parties who have been successful in applying for qualification and short-listing for a relevant Call-Off Competition in accordance with this Information Memorandum;

“Regional Growth Centre” means a large town with a high level of self-sustaining employment and services that acts as a regional economic driver and play a significant role for a wide catchment area;

“Restricted Procedure” is a procedure whereby the contracting authority allows potential suppliers to bid for a contract(s). It must comply with the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (S.I. No. 286/2016);

“Service Provider” means any entity which will actually carry out one or more of the main elements of services to be included in the Contract. A Service Provider is a Candidate Member and may be a Contracting Entity or a sub-contractor;

“Shared Micromobility Scheme” means a scheme of one (1) or more modes of shared transport such as for example bikes, e-bikes, e-scooters and/or e-cargo bikes. Shared micromobility vehicles are generally available for use on public streets and can be used by the general public on a trip by trip basis. Users are typically required to start and end trips at designated locations within a defined operational area;

“Submission” means the completed PQQ, including the completed ESPD and any requested documentation to be submitted in response to this Information Memorandum and PQQ (as may be clarified in accordance with the Pre-Qualification Documents);

“Tender” means the proposal submitted by a Qualified Candidate in response to a future Invitation to Negotiate (ITN) or Invitation to Tender (ITT);

“Tender Documents” means the documents comprising the Invitation To Negotiate or Invitation To Tender; and

“Tenderer” means a Candidate who is pre-qualified to participate in the next stage of a specific Call-Off Competition.

2.2 Background

2.2.1 National Transport Authority

The National Transport Authority is a statutory non-commercial body, which operates under the aegis of the Department of Transport. It was established on foot of the Dublin Transport Authority Act 2008. Originally conceived as a transport authority for the Greater Dublin Area under the 2008 Act, it was renamed the National Transport Authority in the Public Transport Regulation Act 2009. The 2009 Act, the Taxi Regulation Act 2013 and 2016, the Vehicle Clamping Act 2015 and various statutory instruments have greatly extended the Authority’s functions and geographic remit.

In broad terms, the Authority’s statutory functions can be summarised as follows:

- Procure public transport services by means of public transport services contracts;
- Provide integrated ticketing, fares and public transport information;
- Develop an integrated, accessible public transport network;
- License public bus passenger services that are not subject to a public transport services contract;
- Manage the Rural Transport Programme and the successor structure of Transport Co-ordination Units;
- Provide bus infrastructure and fleet and cycling facilities and schemes;
- Develop and implement a single public transport brand;
- Develop and maintain a regulatory framework for the control and operation of small public service vehicles (taxis, hackneys and limousines) and their drivers;
- Regulate the clamping of vehicles in statutory and non-statutory clamping places;
- Prepare statutory submissions on Regional Planning Guidelines;
- Collect statistical data and information on transport;
- Enforce EU passenger rights in rail, maritime and bus and coach transport;
- Validate EU authorisations and journey forms in relation to bus and coach travel in accordance with EU Regulation No. 1073/2009; and
- Operate as the national conciliation body for electronic toll service providers.

Greater Dublin Area alone

- Undertake strategic planning of transport;

- Invest in all public transport infrastructure; and
- Develop the effective management of traffic and transport demand.

In addition to its statutory functions, the Authority also undertakes a number of functions on behalf of the Department of Transport, on a non-statutory basis. The non-statutory functions include:

- Planning and funding of sustainable transport projects in the regional cities of Cork, Galway, Limerick and Waterford;
- Administration of the Smarter Travel Workplaces programme;
- Management of the Green Schools Travel programme; and
- Provision of accessibility funding to transport operators and other relevant bodies.

The Authority is governed by a Board of up to twelve members appointed by the Minister for Transport. Three (3) positions on the Board are ex officio positions reserved for the Chief Executive, another senior manager of the Authority, and the Dublin City Manager.

Board members may be appointed for a period of up to five (5) years and may be re-appointed. However, Board members may serve a maximum of ten years. This restriction does not apply to the ex officio members who stand appointed for as long as they occupy the relevant position.

The role of the Advisory Committee on Small Public Service Vehicles is to provide advice to the Authority or the Minister for Transport, as appropriate, in relation to issues relevant to small public service vehicles and their drivers. Members of the Advisory Committee are appointed by the Minister for Transport.

2.2.3 Background to the National Shared Micromobility Qualification System

The Authority wishes to establish a Qualification System for Candidates for subsequent Call-Off Competitions for contracts to operate certain Shared Micromobility Schemes throughout Ireland.

Shared micromobility is an evolving form of sustainable transport. Shared micromobility can facilitate both lower carbon emissions and encourage more active travel. Shared micromobility has grown in popularity in recent years both through schemes procured and financed by the Government (e.g. TFI bikes) and privately operated schemes. Internationally, shared micromobility has evolved to include e-bikes, e-scooters and e-cargo bikes.

New legislation as part of the Road Traffic Act 2024 has legalised the use of e-scooters in the road. This allows the introduction of shared e-scooters, complementing shared bikes.

Additionally, and in line with associated commitments in Climate Action Plan 2024, the Department of Transport, Zero Emissions Vehicle Ireland (“ZEVI”) and the Authority have commenced the development of a project to test the concept of Mobility Hubs as part of a network in city areas. It is intended that, when rolled out, the Mobility Hubs will create access to shared vehicles (e.g. e-bikes, e-scooters, electric car club vehicles).

The purpose of a national Shared Micromobility Schemes Qualification System is to develop an approved panel of shared micromobility operators from which operators can be procured to provide and operate Shared Micromobility Schemes in urban centres and beyond.

The Qualification System will enable the procurement of operator(s) to supply and operate shared micromobility scheme(s) in urban areas including the option for the shared use of bikes, e-bikes, e-scooters and e-cargo bikes.

2.3 Parties to the Qualification System

The Qualification System shall be established and maintained by the Authority. Other contracting authorities may utilise the Qualification System to facilitate Call Off Competitions pertaining to the operation of Shared Micromobility Schemes or shared micromobility projects funded by the Authority. Call Off Competitions pursuant to the Qualification System may be issued by any of the following Clients:

(Note: Collectively referred to as “Clients”, and each individually as a “Client”):

- National Transport Authority (acting on its own behalf);
- Dublin City Council;
- Dún Laoghaire/ Rathdown County Council;
- Fingal County Council;
- Kildare County Council;
- Meath County Council;
- South Dublin County Council;
- Wicklow County Council;
- Cork City Council;
- Cork County Council;
- Limerick City and County Council;
- Waterford City and County Council;
- Galway City Council;
- Carlow County Council;
- Cavan County Council;
- Clare County Council;
- Donegal County Council;
- Galway County Council;
- Kerry County Council;
- Kilkenny County Council;
- Laois County Council;
- Leitrim County Council
- Longford County Council;
- Louth County Council;
- Mayo County Council;
- Monaghan County Council;
- Offaly County Council;
- Roscommon County Council;

- Sligo County Council;
- Tipperary County Council;
- Westmeath County Council; and
- Wexford County Council.

In no circumstances shall any Client, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of these Pre-Qualification Documents. Any costs associated with the submission of completed Pre-Qualification Questionnaires by interested Candidates are the sole responsibility of the interested Candidates and will not be reimbursed.

2.4 Term of Qualification System

The term of the Qualification System shall be five (5) years and shall commence on 14th February 2025. A Candidate may seek admission to this Qualification System at any time during its term.

2.5 Purpose of this Document

This document is one (1) of two (2) principal documents governing the Qualification Stage to constitute the Qualification System under which future competitions will be run to appoint an Operator for a relevant Contract.

It constitutes an Information Memorandum providing Candidates with general information regarding the scope of the competition requirements and providing a description of the procurement process.

Candidates should also refer to Document 2, the Pre- Qualification Questionnaire (“PQQ”), which is to be completed by Candidates who wish to be admitted to the Qualification System so that they may be considered to be invited to tender for future Call-Off Competitions.

The purpose of this Information Memorandum is to provide potential Candidates with the information that they need to decide whether to participate in the Qualification System and facilitate the submission of a completed PQQ by interested Candidates.

As set out in the Important Notice, the Authority gives no warranty or representation as to the accuracy or completeness of the information in these Pre-Qualification Documents and shall not be liable for any errors or omissions.

The information herein may be supplemented by further, more detailed information should the Authority determine it is necessary to do so.

No warranty or representation is given by NTA or its advisors, consultants, contractors, servants and/or agents as to the accuracy or completeness of any of the information issued in connection with this Competition. Neither the NTA nor its advisors, consultants, contractors, servants and/or agents will be under liability for any error, misstatement or omission in such information and none of such information will constitute a contract or any part of a contract with Candidates. NTA does not accept any liability or responsibility whatsoever or howsoever arising in respect of any such information or for any failure to disclose or to make available to Candidates any information, documents or data relating to the Services or the Contract that is now or may at any time hereafter be in NTA’s possession. In addition, NTA does not accept any liability or responsibility whatsoever to keep information up to

date, or to inform Candidates of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy in such information. Reliance by a Candidate on information issued in connection with this Competition in the preparation of its Pre-Qualification Submission or its Tender is entirely at the Candidate's own risk.

3. DESCRIPTION OF REQUIREMENTS

3.1 Overview

This section provides an overview of the envisaged scope of the Shared Micromobility Schemes Qualification System and associated obligations to be provided pursuant to any future Contract which may be called off from the Qualification System. Candidates should note that the information set out herein is preliminary only and is qualified entirely by the terms of the Tender Documents and Contract (which will be circulated at a later stage in the Call-Off Competitions to Qualified Candidates).

3.2 Description of Shared Micromobility Schemes

A Shared Micromobility Scheme comprises a scheme of one (1) or more modes of shared transport such as bikes, e-bikes, e-scooters and/or e-cargo bikes. Shared micromobility vehicles are generally available for use on public streets and can be used by the general public on a trip by trip basis. Users are typically required to start and end trips at designated locations within a defined operational area.

A description of the Services will be given as part of the Tender Documents and Contract for a particular Call-Off Competition.

Candidates should further note that the Authority reserves the right to include additional Services within the scope of any Contract and/or omit Services from the scope of any Contract, whether during the Call Off Competition period or during the term of the relevant Contract.

3.3 The Services

The services ("Services") to be provided by the Operator shall be defined by a service specification provided within the relevant Contract which is the subject of each respective Call Off Competition.

The scope of the Services that may be required under each specific Contract will be set out in detail in the Tender Documents in respect of such Contract but may comprise of one (1) or more of the following modes to operate on-street:

- shared bikes;
- shared e-bikes;
- shared e-scooters; and/or
- shared e-cargo bikes;

Individual Contracts may include:

- one (1) or more of the modes detailed above, depending on local needs; and
- one (1) or more operators, depending on local needs.

Each Contract is expected to comprise of, but not limited to the following principal obligations:

- Provide, operate and maintain shared micromobility vehicles, (which can include bikes, e-bikes, e-scooters and/or e-cargo bikes) for the duration of the respective call-off Contract;
- Provide, operate and maintain a secure e-commerce platform (to accept card-based payments for the services in compliance with industry standards, such as the Payment Card Industry

Data Security Standards, and regulatory requirements, such as, the General Data Protection Regulations and the relevant Payment Services Directives) for the duration of the respective call-off Contract;

- Operate a reliable and safe shared micromobility service as set out in the call-off Contract; and
- Promote the use of shared micromobility to encourage user demand.

3.4 Contract Key Provisions

3.4.1 General

This section details key provisions that may be contained within any individual Contract called off from the Qualification System.

3.4.2 Operating Business Model

The Authority expects that the individual Contracts under this Qualification System will involve varied operating business models depending on the circumstances of the Contract in question. Such operating business models may include but are not limited to the following:

- Operating contract;
- Public/Private partnership (with or without revenue support); or
- Licence/service permits.

3.4.3 Setting of Tariffs

A range of tariffs shall be required to maximise user demand for the Services. Individual Contracts may include the following:

- Subscription based tariffs (for frequent users); and/or
- Single trip/Pay as You Go tariffs (for less frequent users).

Individual Contracts may include both tariffs set by the Authority or contracting authority and/or the Operator(s).

3.4.4 Capital Funding and Subsidies

The provision of shared micromobility Services require partnership working between the public sector and private sector Operators. This can include financial support to both launch and grow service provision. Individual Contracts may include:

- Capital funding to support the implementation or expansion of a scheme; and/or
- Revenue funding to support the ongoing operations of a scheme.

3.4.5 Existing Infrastructure

Where Shared Micromobility Schemes are already in existence, there may be existing on-street infrastructure and vehicles. Individual Contracts may include options such as the following:

- To re-use existing infrastructure and vehicles where possible; and/or
- To replace existing infrastructure and vehicles as required.

3.4.6 Operations and Maintenance of Fleet

Operators shall be responsible for the operation and maintenance of their fleet. This includes an expectation for both proactive and reactive fleet maintenance.

3.4.7 Customer Service and Marketing

Operators shall be responsible for customer service, ensuring complaints are dealt with in a timely manner, providing different means of communication to engage with customers (email, app, website, phone etc). Marketing of the Services may be carried out by both the Authority and/or the Operator(s).

3.4.8 Technology

Operators shall be responsible for providing back-office software for scheme operation and app/website support for users. Operators may be required to share data to allow the Authority (or contracting authority) to monitor vehicles in real-time. Operators may be required to support future integration with the Authority's Next Generation Ticketing programme.

3.4.9 Performance Management

The Operator shall be required to operate and manage the shared micromobility Services to achieve certain performance requirements. These performance requirements shall be defined for each call-off Contract and may include but are not limited to the following:

- ensuring user and non-user safety;
- maximising trips;
- customer satisfaction;
- parking compliance; and /or
- data sharing.

3.4.10 Insurance

Operators shall be expected to have robust and reasonable insurance policies in place. Insurance requirements shall be defined for each call-off Contract at tender stage.

4. PROCUREMENT PROCESS

This Section of the Information Memorandum provides detailed information on the qualification processes, i.e. the procedures that will be followed and the criteria that will be applied in deciding which of the Candidates submitting a Pre-Qualification Submission will be admitted to the Qualification System and – if admitted – how they may then be selected to participate in a subsequent Call-Off Competition.

The Authority shall not be obliged to invite any of the Qualified Candidates to tender for any Contracts and the Authority reserves the right not to proceed with any award process and to withdraw from the process at any time. No Contract to be entered into with the successful Candidates will contain any representation or warranty in respect of this Pre-Qualification Document.

There is no deadline for responses to this Pre-Qualification Questionnaire. It is open to a Candidate to seek admission to this Qualification System at any time during its term.

Detailed information regarding the award criteria for the subsequent Call-Off Competitions will be supplied to Candidates who are invited to participate.

Call Off Competitions will be run under either the Negotiated Procedure or Restricted Procedure under this Qualification System.

The procurement process will generally comprise two (2) main stages: qualification and tender. At the outcome of this Qualification stage, the Qualification System will be constituted.

However, the Authority reserves the right to run a second pre-qualification phase for particular Call Off Competitions if it deems necessary to do so. The Authority shall endeavour to provide advance notice to Candidates where a second pre-qualification phase is necessary; however it does not bind itself to do so.

The Authority intends to use the Qualification System to run future Call Off Competitions, during which it will invite Tenders from those relevant Qualified Candidates who have been admitted.

The tender stage may involve a number of sub-phases, including shortlisting, and negotiation with Tenderers.

The tender stage for a future Call-Off Competition will commence with the issuing by the Authority of the Tender Documents to each Tenderer. The Tender Documents will supersede this Information Memorandum and contain greater detail about the scope of services, the draft Contract, supporting material and detailed information regarding the award process and award criteria.

The Tender Documents will set out the process for the tender stage of the competition, but the Authority currently envisages that each Tenderer will be invited to submit a Tender for the Contract in accordance with the Tender Documents, following which the Authority reserves the right to take such further steps as it considers appropriate, including but not limited to:

- i. Awarding the Contract to the Tenderer identified as the most economically advantageous;

- ii. Conducting one or more further rounds of tenders with some or all of the Tenderers, including but not limited to a Best and Final Offer (“BAFO”) stage;
- iii. After any round of tendering, selecting a single preferred Tenderer and negotiating with that Tenderer.

5. PRE-QUALIFICATION OF CANDIDATES

Candidates are invited to complete the PQQ, which must be returned to the Authority in accordance with the provisions of the Pre-Qualification Documents.

5.1 The Pre-Qualification Questionnaire

The PQQ is the means through which Candidates are required to provide the information and supporting documentation requested by the NTA to demonstrate their suitability to be admitted to the Qualification System. The PQQ incorporates the European Single Procurement Document (“ESPD”), which must be completed in accordance with its instructions. The PQQ sets out which questions must be answered in full and which may be responded to by way of declaration in the ESPD.

Pre-Qualification Submissions must be completed in accordance with the instructions set out in these Pre-Qualification Documents. Candidates' attention is drawn to the fact that failure to provide the requested information in the prescribed form, the omission of supporting documentation where requested and the provision of incomplete or misleading information may result in their exclusion from the procurement process.

The Authority reserves the right to seek further evidence substantiating the Submissions (including the ESPD) at any time. Any Applicant who cannot provide any information required by the Authority within the timeframe specified by the Authority (as may be extended at its discretion) or whose evidence demonstrates that the minimum qualification criteria or minimum pass marks are not met, will be excluded from this competition.

The Authority may also from time to time refresh its assessment of the Qualified Candidates during the term of the Qualification System. To this end the Authority may seek updated information substantiating the Submissions at any time. This may be in the context of a particular Call Off Competition or otherwise, at the discretion of the Authority. Where a Candidate no longer meets the minimum requirements set out in this Qualification System, such Candidate they may be removed from the Qualification System by notice from the Authority.

It is recognised that a Candidate may be comprised of several Candidate Members. Where this is the case, each Candidate Member must supply the information required in the PQQ to the extent specified in the relevant section. Further instructions on this point are provided in the PQQ. Candidates' attention is drawn to the fact that the failure to provide the requested information as it relates to each Candidate Member may result in the exclusion of the Candidate from the procurement process.

Entities may be involved with (including acting as advisor to) more than one Candidate, subject to the approval of the Authority. Any proposed involvement of an entity with more than one Candidate shall be notified to the Authority as soon as possible and in any event at least five (5) Business Days prior to a PQQ response being submitted. The Authority will take such steps as it considers appropriate, which may include allowing such involvement, prohibiting the entity from being involved with more than one (1) Candidate or making such involvement conditional on certain conditions being met.

Candidates shall not, without the prior approval of the Authority, enter into exclusive arrangements with any entity where the entity is a supplier of proprietary parts or services which are required for the performance of the Contract and which are not generally available in the marketplace. Where a

Candidate is already party to such an exclusive arrangement as of the date of publication of the Pre-Qualification Documents the Candidate must inform the Authority promptly and the Authority will take such steps as it considers appropriate.

5.2 Evaluation Methodology

Requests to participate will be assessed in accordance with the criteria set out in Section 6 of this document.

It is intended that the pre-qualification procedure will consist of the following steps, any of which may be conducted in parallel, or which may be conducted in a different sequence:

- i. Submissions will be checked to ensure completeness and compliance with the provisions of this Information Memorandum. Candidates which do not comply with the provisions of this Information Memorandum may be excluded;
- ii. Submissions will be checked with regard to whether any of the criteria for exclusion are applicable to the Candidate, any Candidate Member, subcontractor, or entity being relied on;
- iii. Submissions from the remaining Candidates will be checked to ensure that Candidates meet the minimum qualification criteria (see Section 6). Candidates who do not meet the minimum qualification criteria will be excluded;
- iv. The Authority will inform Candidates of the outcome of the evaluation of their Submissions;
- v. Successful Candidates will be admitted to the Qualification System; and
- vi. Any unsuccessful Candidate may resubmit for entry onto the Qualification System at any time.

5.3 Grounds for Exclusion

Subject always to the provisions of Article 57 of Directive 2014/24/EU and Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016):

- i. If any of the conditions set out in Articles 57(1) or 57(2) (first paragraph) of Directive 2014/24/EU or Regulations 57(1) or 57(3) of the 2016 Regulations apply to the Candidate (or any Candidate Member, in the case of a group), the Candidate shall be excluded from the competition;
- ii. If any of the conditions set out in Articles 57(2) (second paragraph) or 57(4) of Directive 2014/24/EU or of Regulation 57(4) or 57(8) of the 2016 Regulations apply to the Candidate (or any Candidate Member, in the case of a group), the Candidate may be excluded from the competition.

The Candidate (and each Candidate Member, in the case of a group) must provide a declaration in this respect in their completed ESPD. Any Candidate which is in one of the situations referred to above is invited to provide details of any factors or circumstances which it believes are relevant to the Authority's assessment of these grounds for exclusion. For example, where a Candidate is in one of the situations referred to above but has taken measures which it believes are sufficient to

demonstrate its reliability, such Candidate may provide evidence of such measures to NTA for consideration in accordance with Regulation 57(12) – (18) of the 2016 Regulations.

Entities being relied upon as described in Section 8.1 of this Information Memorandum and any subcontractors proposed in respect of the contract, must also complete the declaration in Section 2 of the PQQ or in Part III of the ESPD. Subject again to the provisions of Article 57 of Directive 2014/24/EU and Regulation 57 of the 2016 Regulations, and provided the Authority is satisfied that it is otherwise compliant with law to do so:

- i. to the extent that any of the grounds listed in Regulations 57(1) or 57 (3) of the 2016 Regulations or Articles 57(1) or 57(2) of Directive 2014/24/EU applies to such entity/subcontractor, the Authority shall require that the Candidate replaces such entity/subcontractor with another entity/subcontractor to whom the grounds do not apply;
- ii. to the extent that any of the grounds listed in Regulations 57(8) of the 2016 Regulations or Article 57(4) of Directive 2014/24/EU applies to such entity/subcontractor, the Authority may require that the Candidate replaces such entity/subcontractor with another entity/subcontractor to whom the grounds do not apply.

In the event that the entity/subcontractor cannot be replaced with another entity/subcontractor to whom the grounds do not apply (including where the Authority concludes that to permit such replacement would be contrary to law), the Authority reserves the right to eliminate the Candidate from the Competition.

6. MINIMUM CRITERION FOR QUALIFICATION

6.1 Overview

Candidates offering themselves for qualification onto the Qualification System must satisfy the minimum criterion for qualification as set out below. The minimum criterion for qualification will be assessed on a “Pass/Fail” basis. Any Candidate not achieving a “Pass” will not be admitted to the Qualification System. Any unsuccessful Candidate may resubmit for entry onto the Qualification System at any time.

The objective of this assessment is to evaluate and score individual Pre-Qualification Submissions (which have not been otherwise eliminated) based on the quality of the Candidate’s experience demonstrated in their Pre-Qualification Submission.

6.2 Minimum Criterion for Qualification

A Candidate (whether a single Candidate or a group, and subject to its right to rely on other entities in accordance with Section 8.1) must demonstrate an adequate level of previous experience in operating Shared Micromobility Schemes in either metropolitan areas, Regional Growth Centres (or equivalent) or Key Towns (or equivalent), in the three (3) years immediately preceding the completion of the PQQ, having regard to the description of the Services set out in Section 3 Description of Requirements in this Document 1 of 2: Information Memorandum, in order to qualify for participation in subsequent Call-Off Competitions.

The minimum criterion for qualification is as follows:

Criterion	Description	Marks Available	Minimum Mark Required
1	Quality of Candidate’s Previous Shared Micromobility Scheme Experience Candidates must provide details of three (3) examples of previous experience where they have operated a Shared Micromobility Scheme in either a metropolitan area, Regional Growth Centre (or equivalent) or Key Town (or equivalent) in the three (3) years immediately preceding the completion of the PQQ, having regard to the description of the Services set out in Section 3 Description of Requirements in this Document 1 of 2: Information Memorandum.	Pass/Fail	Pass

Table 1: Minimum Criterion for Qualification

For the avoidance of doubt, Candidates shall note the following:

- Each example of previous experience provided must comprise of at least one (1) or more shared micromobility mode(s);

- Each example of previous experience must have occurred in either a metropolitan area or Regional Growth Centre (or equivalent) or Key Town (or equivalent);
- An example of previous experience can be either a publicly funded scheme or privately funded scheme; and
- An example of previous experience does not have to be completed preceding the completion of the PQQ and can be currently ongoing.

All three (3) examples of previous experience shall be assessed holistically and Candidates must achieve a “Pass” mark for qualification onto the Qualification System. In order to achieve a “Pass” mark, a Candidate must demonstrate that they possess an adequate level of previous experience in operating Shared Micromobility Schemes in either metropolitan areas, Regional Growth Centres (or equivalent) or Key Towns (or equivalent), in the three (3) years immediately preceding the completion of the PQQ, having regard to the description of the Services set out in Section 3 Description of Requirements in this Document 1 of 2: Information Memorandum.

Any Candidate not achieving a “Pass” will not be admitted to the Qualification System. Any unsuccessful Candidate may resubmit for entry onto the Qualification System at any time.

Where the Candidate is a group, the minimum criterion for qualification may be met by any Candidate Member within the group.

For the avoidance of doubt, the Candidate must provide a substantive answer to this criterion as part of its Pre-Qualification Submission and it will not suffice to purport to respond to this criterion by way of ESPD.

7. FORMAT OF RESPONSES

Candidates must complete the Pre-Qualification Questionnaire, Document 2 of 2 of the Pre-Qualification Documents, which must be returned to the Authority in accordance with the instructions in Section 11 below. Candidates must submit a completed ESPD as part of their response to the Pre-Qualification Questionnaire.

The Authority reserves the right to seek further evidence substantiating the Submissions (including the ESPD) at any time. Any Applicant who cannot provide any information required by the Authority within the timeframe specified by the Authority (as may be extended at its discretion) or whose evidence demonstrates that the minimum qualification criteria are not met, will be excluded.

8. GENERAL PROVISIONS

8.1 Groups

Where the successful Candidate is a group, it is currently anticipated that the Authority shall enter into the Contract with the lead member of the group identified in the Candidate's Submission (the Lead Contractor), and such Lead Contractor will be required to be liable for the performance of the Contract, with other members of the group entering into collateral warranties with the Authority if the Authority so requires. However, the Authority reserves the right to require the group to contract on any other basis the Authority considers appropriate, including but not limited to, joint and several liability.

In the circumstance that one (1) or more Qualified Candidates who have already been admitted to the Qualified System, then seek to form a consortium in order to respond to a particular Call-Off Competition, each member of the consortium (each Candidate Member) must notify the Authority of such intention as soon as possible and in any event at least five (5) Business Days prior to the tender submission deadline of the particular Call-Off Competition in question.

The Authority will take such steps as it considers appropriate, which may include requesting a Pre-Qualification Submission to be submitted on behalf of the newly formed consortium, requesting a declaration from each consortium member or Candidate Member, directly admitting the consortium to the Qualification System at variance with Section 5 Pre-Qualification of Candidates and Section 6 Minimum Criterion for Qualification of this Document 1 of 2: Information Memorandum, making such participation conditional on certain conditions being met and prohibiting the Qualified Candidates from multiple participation in responding to a particular Call-Off Competition(s). Failure to comply with the requirements of this section by Qualified Candidates and/or consortium member(s) and/or Candidate Member(s) may result in the tender submission(s) from the Qualified Candidates and/or consortium(s) being excluded from the particular Call-Off Competition(s) in question.

8.2 Information Provided by Candidates

Candidates are referred to the Data Protection Notice set out in Appendix 1.

The Authority is subject to the provisions of the Freedom of Information Act 2014 and other legislation in relation to access to information. Therefore, where Candidates consider any information, they provide in the course of this competition to be commercially sensitive or confidential in nature, the Authority shall be so advised and the reasons specified. The nature of the documentation may then be taken into account by the Authority in considering requests, if any, for access to such information under applicable legislation.

Candidates shall note that, on conclusion of the Contract, that agreement and associated documents will be open to public examination to the extent required by the Freedom of Information Act 2014 or any act amending or replacing it, or any other legislation in relation to access to information.

Statutory requirements will, in all circumstances, supersede all the stated requirements of the various parties.

8.3 Publicity

Candidates shall note that, save as provided for under Section 8.2 above, the Authority shall have the right to publicise or otherwise disclose to any third party, information regarding the awarding of the Contract, details of Candidates or Tenderers, and the details of the Successful Tenderer, including details of the tendered cost of the Services to be acquired.

Candidates shall not at any time release information concerning this competition and/or accompanying documentation and/or the scope of works and/or Services for publication in the press or on radio, television, screen or any other medium.

8.4 Conflict of Interest

8.4.1 Conflict of Interest

Sections 8.2 and 8.3 will apply to actual or potential conflicts of interest including, without limitation, those arising from either:

- a. A Candidate's involvement (or the involvement of any Candidate Member or advisers to the Candidate or Candidate Member) with the procurement process for the operation of Shared Micromobility Schemes in a capacity other than that of a Candidate; or
- b. A Candidate's involvement (or the involvement of any Candidate Member) in or with another Candidate.

With regard to (a) above, where Candidates or Candidate Members or any of their advisers, contractors, consultants, servants or agents are or have been in the past, an adviser, contractor, consultant, servant or agent to the Authority, in relation to Shared Micromobility Schemes, such involvement will be deemed by the Authority for the purpose of this Section 8.4 to be a conflict of interest. The Candidate should contact the Authority in accordance with Section 8.4.2 and the Authority will advise on the appropriate course of action.

For the avoidance of doubt, both (a) and (b) are deemed to be conflicts of interest for the purpose of this Section 8.4.

8.4.2 Rules Applying to Candidates

No entity may be involved with (including acting as advisor to) more than one (1) Candidate without the prior approval of the Authority, except where the entity is a supplier of proprietary parts or services which are required for Shared Micromobility Schemes which are the subject of this competition and which are not generally available in the marketplace.

Candidates shall not, without the prior approval of the Authority, enter into exclusive arrangements with any entity where the entity is a supplier of proprietary parts or services which are required for Shared Micromobility Schemes which are the subject of this competition and which are not generally available in the marketplace. Where a Candidate is already party to such an exclusive arrangement as of the date of publication of this Information Memorandum, the Candidate must inform the Authority in accordance with Section 8.4.3 below.

8.4.3 Obligation to Disclose Actual or Potential Conflicts of Interest

Any situation giving rise to a conflict of interest or potential conflict of interest (including without limitation the situations identified in this Section 8.4), must be fully disclosed to the Authority as soon as it becomes apparent. The Authority shall, in its absolute discretion, decide on the appropriate course of action which may involve inter alia the exclusion of the relevant Candidate or Candidate Member from the procurement process or permitting the relevant involvement to continue subject to any safeguards deemed appropriate by the Authority being agreed, put in place and observed.

8.5 Costs

The Authority will not be liable in respect of any costs incurred by Candidates in this competition, including in the preparation of Submissions in response to the Pre-Qualification Documents, or any associated work effort. It is the responsibility of Candidates to ensure that they are fully aware and understand the requirements as laid out in this document.

Candidates will also be responsible for any costs incurred by them in the event of their being required to attend for interview and/or make a presentation of their Submission or clarify any aspect of their Submissions.

8.6 Authority Right of Clarification

The Authority reserves the right to seek clarification of Submissions (and may seek further information) where it considers appropriate to do so. However, Candidates should not assume that they will have any opportunity to clarify any aspect of their Submission and should ensure that their Submission is clear and complete.

8.7 Tax Clearance Certificate

Subject to the following paragraph, it is a condition for the award of any call-off Contract that the successful Tenderer must be able to produce for inspection a valid Tax Clearance Certificate or Tax Access Code and Tax Registration Number from the Irish Revenue Commissions in advance of the start date. The supplier shall continue to hold, in good standing, current issues of all such certificates for the duration of the contract.

Either the Tax Clearance Certificate or statement from the Revenue Commissioners or the Tenderer's Tax Clearance Access Number and Tax Reference Number must be provided to the Authority within 28 days of a request for same, or such longer period as the Authority may determine.

When supplying the Tax Clearance Access Number and the Tax Reference Number, the successful Tenderer acknowledges and agrees that the Authority has the permission of the Successful Tenderer to verify its tax cleared position online.

8.8 Insurance Certificates

It is a condition for the award of any call-off Contract that the successful Tenderer must be able to produce for inspection valid insurance certificates and letters in advance of the start date.

8.9 Prompt Payment of Accounts Act

The Authority is subject to the provisions of the Prompt Payment of Accounts Act 1997 (as amended).

8.10 English Language

All documents submitted to the Authority, including any correspondence shall be in English. In circumstances where an original document which is to form part of the Pre-Qualification Submission or correspondence with the Authority, is not in the English language, the Candidate must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

The working language of the Contract will be English.

8.11 Non-Compliant Submissions

If a Candidate fails to comply in any respect with the requirements set out in the Pre-Qualification Documents, the Authority shall be entitled but not obliged to take such action as it considers appropriate, including but not limited to:

- a. Rejecting the relevant Submission as non-compliant;
- b. Without prejudice to the Authority's right to reject the Submission:
 - i. Meeting with, raising issues and/or seeking clarification from the Candidate in respect of the relevant Submission;
 - ii. Requesting the Candidate to provide information or items which has/have not been provided or has/have been provided in an incorrect form;
 - iii. Waiving a requirement which, in the Contracting Authority's opinion, is minor or procedural; and/or
Amending the relevant requirements of the Pre-qualification Documents and inviting Candidates to adjust their Pre-qualification Submissions on the basis of such revised requirement.

8.12 Reliance on Capacities

Where, in order to prove its suitability for the Qualification System or call-off Contract, a Candidate or a Candidate Member wishes to rely on the capacities of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company's capacities), the Candidate must demonstrate the commitment of such other entity to provide the necessary capacities. This confirmation should take the form of a letter, as set out in Appendix 2 from the party providing the resources, confirming that those resources are available to the Applicant. If availability of resources being relied upon is not established to the satisfaction of the Authority, the Authority will assess the suitability of the Candidate without taking into account the resources of the entity being relied on. A guarantee from such entity may subsequently be required as a condition of contract award.

Any Entity being relied upon in accordance with this Section 8.12 must complete an ESPD and such completed ESPD must be included in the Submission.

A guarantee or other commitment from such entity may be required as a condition of contract award. If availability of capacities is not established to the satisfaction of the Authority, the Authority will assess the suitability of the Candidate without taking into account the capacities of such entity.

8.13 Prior Knowledge

Candidates must not make assumptions that Authority or any of its advisors has prior knowledge of their organisation or their service provision. Candidates will be evaluated on the information provided in their Submission, which may be clarified in accordance with the provisions of this Information Memorandum.

8.14 Confidentiality

Candidates must treat their Submissions and their participation in this competition as confidential.

In the event of a Submission not being submitted, or being unsuccessful, the Authority may require that the whole of the documentation issued by the Authority in connection with the competition, together with all copies made, shall be returned to the Authority or destroyed, at the Authority's discretion.

9. INFORMATION AND COMMUNICATIONS

9.1 Amendments and/or Clarifications

If the Authority is of the opinion that a clarification of and/or amendment to the Pre-Qualification Documents and/or additional information is required to be issued, then the Authority shall be entitled to make any such clarification of and/or amendment to the Pre-Qualification Documents and/or issue such additional information at any time (even where arising from a confidential query).

9.2 Communications and Queries

All queries regarding any element of this request to participate must be forwarded to the Authority via the eTenders website (Question and Answer function) at www.etenders.gov.ie.

Candidates may not address queries to, or communicate with, the Authority other than in the manner provided for in this Section 9. Queries may not be made verbally or by any other means, and the Authority reserves the right to eliminate any Candidate who attempts to engage in canvassing.

The Authority will, if appropriate, circulate to all Candidates copies of all queries submitted pursuant to this Section 9, together with the Authority's responses thereto, by posting the responses to the queries via the Irish Government's e-tenders website, www.etenders.gov.ie. Accordingly, it is critical that Candidates record their interest in this request via the www.etenders.gov.ie website. Otherwise, a Candidate may not receive a breakdown of queries submitted along with the Authority's responses.

The Authority will endeavour to respond to all reasonable queries/requests received.

The Authority reserves the right to respond separately to a Candidate's query if, in the Authority's absolute opinion, the response should be treated as confidential to that particular Candidate.

The Authority does not accept responsibility for any communications issued which are missed or not received by Candidates, or for communications issued by Candidates, which are not received by the Authority.

If a Candidate believes a query and/or its response relates to a confidential aspect of its Pre-Qualification Submission, it must mark the query as "Confidential". If the Authority agrees that the query and/or its response should be answered confidentially, the Authority will send a response only to the Candidate that submitted the query. If the Authority is of the opinion that it would be inappropriate to answer the query/request on a confidential basis it will notify the Candidate and require the Candidate to either withdraw the query or to raise any objection within two (2) days of such notification and state, the grounds for its objection. If the Candidate does not withdraw the query/request or raise any objection within the specified period, or if the Authority is of the opinion that notwithstanding the objection of the Candidate, the query/request is not confidential, the Authority may issue the query and its response to all of the Candidates.

Subject to the above, it will be a requirement that all exchanges shall be kept confidential by the Candidates and their respective advisers, consultants, funders, contractors, servants and agents. Candidates may also be asked to enter into undertakings of confidentiality should it become appropriate to release confidential information to them.

Notwithstanding the provisions of the paragraph above, the Authority shall have the right to publicise or otherwise disclose to any third party information regarding the Contract, the identity of the Candidates and/or Candidate Members, the procurement process and the qualification and tender documentation at any time (including where arising as part of a confidential query).

9.3 Change in Circumstances

The information submitted in response to the PQQ (in particular, but without limitation, regarding the circumstances or structure of a Candidate, the Contracting Entity, the shareholding or role of a Candidate Member, the roles of the Service Providers, and/or the identity of the key personnel put forward in response to Section 1 of the PQQ), may only be changed following the submission of the completed PQQ, with the consent of the Authority. The Authority reserves the right, at its absolute discretion, to withhold such approval for any such change and to disqualify the Candidate from further participation in the procurement process.

The Candidate's choice of legal structure (e.g. joint venture/ incorporated/ unincorporated) will not be relevant in assessing eligibility at this time (however the Authority reserves the right to require the Candidate to assume a specific legal form for the purpose of entry into the Contract, if successful).

10. RETURN OF SUBMISSIONS

Candidates shall submit an electronic copy submission which should be submitted via the electronic post-box available on www.etenders.gov.ie.

Candidates must ensure that they give themselves sufficient time to upload and submit all required Pre-Qualification documentation. Candidates should take into account the fact that upload speeds vary. Candidates should note that the file size limit for attachments sent to the electronic postbox is 99MB and the total (combined) attachment size per response is 2GB. Candidates should check the status and progress bar to ensure attachments are completely uploaded prior to submitting a document in an electronic postbox or for any of the required criteria. Before clicking submit response, Candidates should ensure that all updated criteria have reached 100% and are associated correctly.

11. RECEIPT OF SUBMISSIONS

The Pre-Qualification Submission should be submitted via the electronic post-box available on www.etenders.gov.ie. Candidates may submit a Pre-Qualification Submission at any time until further notice is given by the Authority. Candidates are entitled to submit updated Pre-Qualification Submissions should their circumstances change.

The Authority shall endeavour to provide advance notice of future Call-Off Competitions pursuant to the Qualification System; however it does not bind itself to do so.

In the circumstance that a Pre-Qualification Submission is submitted by a Candidate, subsequent to the issuance of Tender Documents for a Call-Off Competition, the Authority shall endeavour to assess the Pre-Qualification Submission in accordance with Sections 5 and 6 as set out above, prior to the tender submission deadline of the Call-Off Competition, however it does not bind itself to do so.

The first Call-Off Competition arising from this Qualification System shall not commence for at least 20 Business Days after the initial publication of the Pre-Qualification Documents.

12. Post-Submission Procedures

Without prejudice to the Authority's other rights, if a Pre-Qualification Submission fails to comply in any respect with this Information Memorandum and/or the PQQ or is ambiguous or unclear, the Authority shall be entitled at its absolute discretion (but shall not be obliged) to take such steps as it considers appropriate including but not limited to the following:

- a. to reject the relevant Pre-Qualification Submission; or
- b. without prejudice to the Authority's right to reject the Pre-Qualification Submission:
 - i. to meet with, raise issues and/or seek clarification from the Candidate in respect of the relevant Pre-qualification Submission;
 - ii. to request the Candidate to provide the Authority with information or items which have not been provided or have been provided in an incorrect form;
 - iii. to waive a requirement which, in the opinion of the Authority, is minor or procedural; and/or
 - iv. to amend a requirement and invite all Candidates to adjust their respective Pre-qualification Submissions on the basis of such amended requirement in compliance with applicable law.

Appendix 1 – Data Protection Notice

As part of your response to the procurement documents for this competition you may provide personal data relating to you or your organisation, employees or other third parties. In the procurement documents, “Data Protection Law” means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

Where such personal data is provided, the relevant controller is the Authority. If you have any questions about our use of your personal data, please contact us at privacy@nationaltransport.ie. Alternatively you can get in touch with our Data Protection Officer at privacy@nationaltransport.ie.

We may process the following personal data as part of this competition:

- Name;
- Contact details;
- CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc.);
- Details of proposed role(s) and responsibilities on this contract;
- Referee details; and
- Any other data provided by you as part of your submission.

We collect personal data from you directly, and from the following sources:

- Your organisation;
- Other members of your consortium;
- Referees;
- Revenue.ie; and
- etenders.gov.ie.

Any personal data provided will be processed for the purposes of the competition, the administration of any contract awarded on foot of this competition, reporting to any regulators or oversight bodies and/or any disputes relating to the competition or the contract. Our legal basis for processing such personal data in accordance with the provisions of this Data Protection Notice is that it is necessary for the exercise of official authority vested in us.

In connection with the above, we may disclose your personal data to various recipients including:

- Your employer;
- Other members of your consortium;
- Our third party service providers, such as advisors and contractors;
- Regulators or oversight bodies;
- Office of the Revenue Commissioners; and
- Our employees.

If you are unsuccessful as part of the tender process, such personal data will be retained until three (3) years after the conclusion of the tender process or the award of the contract to the successful party, whichever is later. If you are successful, and a contract is awarded to you at the end of the tender process, such personal data will be retained in accordance with our Record Retention Policy.

Any data subjects in respect of which we hold or process personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.

The procurement documents set out, in respect of each criterion or requirement, whether a response (including any personal data required in order to respond to the criterion or requirement) is required in order to avoid elimination from this competition. Even where a failure to respond or to provide relevant personal data will not, of itself, lead to elimination, failure to provide such personal data may affect the completeness or quality of your response to the procurement documents (which may affect the assessment of such response).

Appendix 2 – Form of Letter Confirming Resources/Technical Ability are Available to the Applicant

Re: Qualification System for National Shared Micromobility Schemes

Pre-Qualification Questionnaire by [**Applicant name**] - Resources/Technical Ability

To Whom It May Concern,

We understand that [**Applicant name**], is relying on our resources/technical ability in the above competition and requires confirmation that those resources are available to it.

Accordingly, we confirm that we can provide the resources identified in the Pre-Qualification Questionnaire to facilitate [**Applicant name's**] participation in the competition. In addition, if they are successful in the competition and appointed to the framework, then we will provide a guarantee to you that those resources will be made available for the duration of the framework agreement.

Yours faithfully,

Authorised Representative of Guarantor of Technical Resources