



National Transport Authority

Request for Tenders

**for the Provision of Visualisation Services for
for the National Transport Authority**

And

**Establishment of a Multi-Party Framework Agreement
for Public Transport Projects funded by the National
Transport Authority**

National Transport Authority

Haymarket House

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Dublin 7

D07 CF98

November 2025

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1. IMPORTANT NOTICE

These Instructions to Tenderers (“Instructions”) have been prepared for the purpose of providing certain information to entities invited to submit Tenders in this competition for the services described therein to be provided to the National Transport Authority (the “Authority”) and other Clients. In no circumstances shall the Authority, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of these Instructions. Any costs associated with the submission of a Tender are the sole responsibility of the Tenderer and will not be reimbursed.

These Instructions are being made available by the Authority to Tenderers on the terms set out in these Instructions. These Instructions 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. Tenderers shall inform themselves concerning, and shall observe any applicable legal requirements. The Authority is not making any representations, and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003. No reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the Authority nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that such information or statements will remain unchanged.

The information does not purport to be comprehensive or to have been independently verified.

The Authority reserves the right to amend these Instructions, their requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

Nothing in these Instructions is, nor shall be relied upon as, a promise or representation as to the ultimate decision of the Authority in relation to the award of the contract for the Services (the “Contract”). The Authority reserves the right to take such steps in respect of the competition as are considered appropriate, including (but not limited to):

- Changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- Rejecting any, or all, of the Tenders;
- Not inviting a Tenderer to proceed further;
- Not furnishing a Tenderer with additional information; or
- Abandoning the competition.

Nothing contained in these Instructions is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of these Instructions cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

Neither the Authority nor its respective advisers, servants and/or agents accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services. No legal relationship or other obligation shall arise between the Tenderers and the Authority unless and until the Contract has been formally executed in writing by the Authority and the successful Tenderer or a letter of acceptance has been issued to the successful Tenderer and any conditions precedent to the effectiveness of such documents have been fulfilled. The Authority shall not be obliged to appoint any of the Tenderers to undertake the Services and the Authority reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with the successful Tenderer will contain any representation or warranty in respect of these Instructions.

These Instructions are confidential and personal to each Candidate. For further information please refer to Section 6.6 below.

In this Important Notice, references to these Instructions include all information contained in it, its accompanying documentation, and opinions made available during the tender period by or on behalf of the Authority, its advisers, contractors, servants and/or agents in connection with these Instructions or the Services including, without limitation, the information made available in response to any queries.

Irish law is applicable to these Instructions. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from these Instructions.

Each Tenderer's acceptance of delivery of these Instructions constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

This tender competition is being conducted by the National Transport Authority on behalf of the following: (Note: Collectively referred to as "Clients", and each individually as a "Client"):

- National Transport Authority (acting on its own behalf);
- Bus Éireann;
- Carlow County Council;
- Cavan County Council;
- Cork City Council;
- Cork County Council;
- Clare County Council;
- Donegal County Council;
- Dublin Bus;

- Dublin City Council;
- Dún Laoghaire/ Rathdown County Council;
- Fingal County Council;
- Galway City Council;
- Galway County Council;
- Go Ahead Ireland;
- Irish Rail;
- Kerry County Council;
- Kildare County Council;
- Kilkenny County Council;
- Laois County Council;
- Limerick City & County Council;
- Leitrim County Council;
- Longford County Council;
- Louth County Council;
- Mayo County Council;
- Meath County Council;
- Monaghan County Council;
- National Road Authority, T/A Transport Infrastructure Ireland (TII);
- Offaly County Council;
- Roscommon County Council;
- South Dublin County Council;
- Sligo County Council;
- Tipperary County Council;
- Waterford City & County Council;
- Waterways Ireland;
- Westmeath County Council;
- Wexford County Council; and
- Wicklow County Council.

2. BACKGROUND

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.

While it was 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 (“2009 Act”). The 2009 Act, the Taxi Regulation Acts 2013 and 2016, the Vehicle Clamping Act 2015 and various Statutory Instruments have greatly extended the Authority’s functions and geographic remit. There remain some specific additional functions in respect of infrastructure and the integration of transport and land use planning in the Greater Dublin Area, reflecting the particular public transport and traffic management needs of the Eastern region of the country comprising approximately 40% of the State’s population and economic activity.

During 2013 the Authority’s taxi regulation functions continued to be governed by the Taxi Regulation Act 2003 pending the making of a Ministerial Order under the Taxi Regulation Act 2013 providing for the repeal of the 2003 Act and the commencement of the provisions of the 2013 Act.

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

National (including the Greater Dublin Area)

- 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;
- 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 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 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 Defined Terms

In these Instructions:

Call Off Contract	Means a contract awarded to a Framework Member under the Framework Agreement by way of mini competition;
Contract	Means the contract to be entered into between the highest ranked successful Tenderer and the Authority for the Provision of Visualisation Services;
Draft Contract	Means the form of the Contract included in Appendix I which is subject to completion with details of relevant parties and Tender information;
Draft Framework Agreement	Means the form of the Framework Agreement included with this Request For Tenders, which is subject to completion with details of relevant parties and Tender information;
Framework Agreement	Means the framework agreement to be entered into between the successful Tenderer(s) and the Authority;
Framework Member	Means a successful Tenderer who has been awarded a Framework Agreement following the evaluation of Tenders;
Pricing Submission	Means the submission being made by the Tenderer in respect of its costs to provide the Services under the proposed Contract (comprising the Tenderer's response in relation to Appendix VII of these Instructions);
Quality Submission	Means the non-price submission being made by the Tenderer in respect of its proposals to provide the Services under the proposed Contract;
Services	Means the Services to be performed under the Contract and/or Framework Agreement;
Tender	Means the tender submitted by the Tenderer in response to these Instructions comprising the completed Quality Submission and the Pricing Submission;
Tender Fee	Means the tendered costs set out in Appendix VII Pricing Submission.
Tenderer	Means any person who has submitted a Tender in response to these Instructions;

Working Day	Means any day (other than a Saturday or a Sunday) that banks are generally open for business in Dublin.
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3. SPECIFICATIONS OF SERVICE REQUIREMENTS

3.1 Overview

This Section details the Services required of the successful Tenderer(s). The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change. The expected term of the Contract will be four (4) years in total. The expected term of the Framework Agreement will be for a period of four (4) years.

3.2 Scope

This engagement covers the Provision of Visualisation Services and ancillary services in relation to various public transport projects, spanning from cycling and walking schemes to larger scale bus and rail projects.

The Authority is seeking conclude a contract for the Provision of Visualisation Services with the most economically advantageous Tenderer. A copy of the Draft Contract proposed to be entered into between the Authority and the successful Tenderer is provided in Appendix I.

The Authority shall draw down the Services at its sole discretion as required under the Contract with the successful Tenderer. The first two (2) projects for which the Services shall be drawn down (and which shall form the basis of assessment as set out in Section 7 Evaluation Process) are as follows:

- Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme – 3D illustrations; and
- Reference Project 2: Dublin City, Ringsend to City Centre Walking and Cycling Scheme – 3D photomontages and video animation.

In addition, the Authority is seeking to establish a multi-party Framework Agreement for the Provision of Visualisation Services for public transport related projects funded by the Authority, with the six (6) highest ranked most economically advantageous Tenderers. A copy of the Draft Framework Agreement is set out in Appendix II. A copy of the Call Off Competition Request for Tenders is set out in Appendix III. A copy of the Draft t Call Off Contract is set out in Appendix IV.

3.3 Framework Agreement

A maximum of six (6) Tenderers shall be awarded a Framework Agreement following the evaluation of Tenders. Various Clients may utilise the Framework Agreement as set out in Section 1. Important Notice. Call Off Contracts shall be awarded by way of mini competition, whereby a Client shall invite all Framework Members to tender for the Call Off Contract.

While the Authority shall already have the Contract in place for the Provision of Visualisation Services, the Authority shall also be a party to the Framework Agreement and shall seek to utilise the Framework Agreement in following limited circumstances:

- The successful Tenderer cannot commit to a strict timeline to deliver the Services under the Contract or
- There is a conflict of interest, for example, where the successful Tenderer has already been engaged by a Lead Designer to provide visualisation services as part of a project, and the Local Authority subsequently requires additional visualisation work (e.g., montages) for elected members. In such cases, the Tenderer may not be able to independently tender for the additional services under the Framework.

3.4 Specifications of Service Requirements (General)

3.4.1 General Services

The following section provides information on the Services that the Authority is likely to require under the Contract and those likely to be required under the Framework Agreement. The successful Tenderer(s) shall provide the Services under the Contract and/or Framework Agreement in accordance with the specification requirements listed in this Section 3 under the following service categories:

- a) Photography;
- b) Photomontages;
- c) 3-D Visualization;
- d) Illustrations/Collages;
- e) Animation;
- f) Schematic Mapping;
- g) Artificial Intelligence (AI) and
- h) Any other services specific to the successful Tenderer's expertise, including those enhanced by emerging technologies.

3.4.2 Service Category 1: Photography

The Services to be provided under this category include, but are not limited to the following:

- a) Taking photography, terrestrial and elevated/aerial, to demonstrate the existing environment at project development sites, and in a manner that can then be used to overlay and illustrate proposed development; and
- b) Production of high-quality photography of various public transport projects nationwide and in particular within the Greater Dublin Area, for inclusion in internal and external stakeholder facing publications.

3.4.3 Service Category 2: Photomontages (Accurate Visual Representations)

The Services to be provided under this category include, but are not limited to the following:

- a) Production of quality and accurate photomontages for displaying on posters, brochures and on websites where the Photomontages must be verified as accurate, according to

best practice, as they may be submitted as part of planning applications and Environmental Impact Statements. In addition, appropriate professional photographic and surveying equipment must be used; and

- b) Each photomontage shall be accompanied by the following:
 - i. A photograph showing the current, unchanged view of the location depicted in the photomontage from the same viewing point as that of the photomontage (the “Existing Photograph”);
 - ii. A copy of the Existing Photograph with the wire frame lines depicted so as to demonstrate the data from which the photomontage has been constructed. The wire frame overlay represents the existing surveyed elements which correspond with the same elements in the Existing Photograph;
 - iii. A 2D plan showing the location of the camera and target point that corresponds to the same location the existing photograph was taken
 - iv. Confirmation that accurate 2D/3D survey data has been used to prepare the photomontages: for depiction of existing buildings or existing elements as shown in the wire frame and to establish an accurate camera location and RL of the camera;
 - v. The camera type and field of view of the lens used for the purpose of the photograph in from which the photomontage has been derived
 - vi. High quality rendering and illustration of various road user types, especially sustainable transport modes and schematic illustration; and
 - vii. Software capability should include (at least) AutoCAD, 3ds-Max, Photoshop and InDesign.

3.4.4 Service Category 3: 3-D Visualisations

The Services to be provided under this category include, but are not limited to the following:

- a) Production of high quality 3-D visualizations of typical transport infrastructure and layouts, for inclusion in guidance documents and presentations where the quality of the visualisations shall at least match the quality of those presented in the Cycle Design Manual published by Authority.

3.4.5 Service Category 4: Illustrations/Collages

The Services to be provided under this category include, but are not limited to the following:

- b) Production of 2D plans, sections etc. in consultation with the Client, from concept sketches through to full presentation;
- c) Use of various range of techniques from basic illustration to fully rendered and photographic styles; and
- d) Production of final high-quality illustrations of streetscapes and transport infrastructure.

3.4.6 Service Category 5: Animation

The Services to be provided under this category include, but are not limited to the following:

- a) Production of high-quality video animations or “fly-through” of streetscapes and transport infrastructure based on computer-generated imagery.

3.4.7 Service Category 6: Schematic Mapping

The Services to be provided under this category include, but are not limited to, such items as:

- a) Production of high quality thematic and schematic mapping similar to those used in transport planning and public consultation.

3.4.8 Service Category 7: Artificial Intelligence photorealistic generated images

The Services to be provided under this category include, but are not limited to images that are entirely or partially created using machine learning models, such items as:

- a) The production of high-quality photorealistic generated images. Photorealistic images generated leveraging Artificial Intelligence (AI) options utilising source material including but not limited to a blend of text prompts, technical drawings, preliminary or construction drawing, on-street royalty-free images, open-source mapping or similar inputs.

3.4.9 Personnel

The grades of staff listed below in Table 1 represent the type of staff grades that are considered likely to be involved in the provision of the Services under the Contract and/or Framework Agreement. Table 1 also sets out the minimum qualifications and level of professional experience pertaining to each staff grade.

Grade	Role	Qualification/Experience
Grade 1	Framework Manager, Partner or Company Director or equivalent grade	10+ years’ experience – Architect or Engineer or Graphic Designer.
Grade 2	Senior Consultant / Project Manager (Head of Section or Associate Director)	10+ years’ experience – Architect or Engineer or Graphic Designer.
Grade 3	Intermediate Consultant	7+ years’ experience – Architect or Engineer or Graphic Designer.
Grade 4	Senior Technician	8+ years’ experience – Architect or Engineering or Graphic Design Technician.
Grade 5	Graduate Consultant	Architect or Engineer or Graphic Designer.

Table 1: Personnel

3.5 Specification of Service Requirements - Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme – 3D illustrations

The full specifications of the Services required for Reference Project 1 are outlined in Appendix V - Specifications of Services Requirements for Project 1.

3.6 Specification of Service Requirements - Reference Project 2: Dublin City, Ringsend to City Centre Walking and Cycling Scheme – 3D photomontages and video animation

The full specifications of the Services required for Reference Project 2 are outlined in Appendix VI - Specifications of Services Requirements for Project 2.

3.7 Commissioning Work

The Authority reserves the right not to commission any assignments under the Contract and/or Framework Agreement, depending on its particular requirements. Inclusion in the framework does not guarantee the award of any contract or project.

3.8 Invitation to Tender

Suitable companies are invited to submit Tenders to undertake the Services described in this brief. The Authority will assess Tenders based on the criteria set out in Section 7 of this document. Following consideration of submissions, the Authority may, at its discretion:

- Conclude a contract for the Provision of Visualization Services with the most economically advantageous Tenderer when assessed in the accordance with the evaluation criteria set out in Section 7. In the event that the Authority is unable to conclude a contract with this Tenderer, the Authority reserves the right to revert to the next highest ranked Tenderer, seriatim, and seek to conclude a contract with that Tenderer; and
- Conclude a Framework Agreement(s) for the Provision of Visualization Services to the highest ranked six (6) most economically advantageous Tenderers when assessed in accordance with the evaluation criteria set out in Section 7, subject to that number meeting the minimum mark thresholds.

Tenderers may be required to deliver a presentation of their proposal at a date, time, and venue nominated by the Authority.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Overall Approach

The Authority intends, following this tender process, to enter into a contract for the delivery of the Services and award a maximum of six (6) multi-party Framework Agreement(s) (but does not bind itself to do so).

4.2 Procedure

Tenderers are invited to submit Tenders in accordance with these Instructions. The Authority will, subject to its rights and discretion as set out in these Instructions, assess the Tenders submitted and proceed to award the Contract and/or Framework Agreement(s).

4.3 Deadline for Receipt of Tenders

The deadline for receipt of Tenders is **12:00 noon Monday 5th January 2026**. The onus is on Tenderers to ensure their Tender has been received prior to the specified deadline and are advised that the eTenders post-box facility automatically shuts down after that Deadline for Receipt of Tenders has passed. Only in exceptional circumstances outside the control of the Tenderer will Tender submissions received after the relevant Deadline for Receipt of Tenders be admitted, and this will be entirely at the discretion of the Authority.

4.4 Delivery of Tenders

Tenderers will submit an electronic copy submission which should be submitted via the electronic postbox available on www.etenders.gov.ie.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Deadline for Receipt of Tenders (as defined in paragraph 4.3). Tenderers should note that the file size limit for attachments sent to the electronic postbox is 250 MB and the total (combined) attachment size per response is 500 MB. Tenderers 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, Tenderers should ensure that all updated criteria have reached a 100%. After submitting a response Tenderers may still modify and re-send the response up until the response deadline. Tenderers should be aware that the “submit Response” button will be disabled automatically upon expiration of the response deadline.

The Form of Tender at Appendix II must be submitted with the Tender. This form must be completed and signed in ink or by electronic signature software by a person authorised to bind the Tenderer. The Tender will be signed or sealed in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts. The name of each person signing will

be typed or written in block capitals below his/her signature. The official capacity or authority of the persons signing will also be shown. No additional items will be inserted in the Form of Tender and no alterations may be made to the Form of Tender.

4.5 Tendering Costs

Tenderers will bear all costs associated with the preparation and submission of their Tenders. The Authority will not be responsible and/or liable to pay for any costs, expenses or losses whatsoever which may be incurred by the Tenderer in the preparation or submission of its Tender or in relation to any interviews, presentations, clarifications or additional information associated with the evaluation of submitted Tenders that may arise following submission, or otherwise arising from participation in the tender process, regardless of the conduct or outcome of the tender process.

The Authority does not undertake to accept any Tender, and the Authority may cancel the process at any time prior to a contract being entered into.

4.6 The Tender Submission

All Tenders, supporting documents, and correspondence must be in English. In circumstances where an original document, which is to form part of the Tender or correspondence with the Authority, is not in the English language, the Tenderers 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 will prevail.

The working language of the project will be English. Tenderers should be precise and succinct in their submissions. The font no smaller than Arial size 10 The Authority will not consider pages beyond the specified limit.

Tenderers must clearly outline their approach to each requirement and specify the staff assigned to each task.

All Tenders must contain the information required by these Instructions as set out below.

General Information:

- Name, address, e-mail address, telephone and fax number of the Tenderer and name of the contact person dealing with the Tender;
- Name, address, e-mail address, telephone and fax number of any third-parties involved in the Tender and the name of the appropriate contact person(s) dealing with the matter;
- Description of role or element of contract to be fulfilled by any third party;
- Identification of party who will carry overall responsibility for the contract; and

- Confirmation of acceptance by the Tenderer and any third parties of the conditions of tender described in these Instructions.

Eligibility Criterion: Minimum Turnover Threshold

- Tenderers must provide supporting evidence of an average annual turnover of €300,000 in the three (3) most recent full financial years related to the visualization / design services;
- Failure to provide supporting evidence of meeting the minimum annual turnover threshold will result in the Tender being deemed non-compliant and excluded from further consideration.

Eligibility Criterion: Quality Management Certification

- Tenderers must provide evidence of a quality management system certification such as ISO 9001: 2015 or equivalent;
- Certification must be issued by a nationally or internationally accredited body (e.g. NSAI, or equivalent);
- The certificate must be current at the time of Tender submission and clearly state the expiry date;
- Failure to provide valid certification will result in the Tender being deemed non-compliant and excluded from further consideration.

Selection Criterion: Relevant Similar Experience:

- Tenderers must provide details of a total of four (4) examples of relevant similar experience undertaken since 1st January 2020 to the Date for Receipt of Tenders in the following service categories:
 - Category 2: Photomontages (Accurate Visual Representations) – Two (2) examples;
 - Category 3: 3-D Visualizations – One (1) example; and
 - Category 4: Illustrations/ Collages or Category 5: Animation – One (1) example.
- Each example must include:
 - The client's name, a brief description of the brief and the services provided to a maximum of one (1) A4 page;
 - A copy of the output of the services delivered i.e. the photomontage/3D Visualisation/illustration/ collage or animation.

- The names and phone numbers of contact persons in each of these matters to act as potential referees. Please note that these persons may be contacted by the Authority for references.
- All examples provided shall be evaluated holistically together in the round, with respect to the Candidate's comprehension and interpretation of the briefs and visually with respect to the content and technical quality of the outputs;
- Failure to provide the required number of examples in each service category may result in the Tender being deemed non-compliant and excluded from further consideration.

Award Criterion: Proposed Approach to Reference Project 1 - Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme

- Tenderers shall provide an outline statement of their proposed approach for conducting a risk assessment and preparing a Safety & Health Plan for the delivery of the services described in Appendix V;
- Tenderers shall outline how they propose to manage vehicular traffic, pedestrians, parked cars, bus stops, access & egress to business premises, deliveries to business premises, to maximize the area available for survey and to ensure the safe execution of the survey works;
- A Tenderer's response to this criterion shall be kept to a maximum of three (3) A4 pages in length and the Authority will not consider any information provided beyond three (3) A4 pages or any information contained within web page links.

Award Criterion: Proposed Approach to Reference Project 2 - Dublin City, Ringsend to City Centre Walking & Cycling Scheme

- Tenderers shall provide an outline statement of their proposed approach for conducting a risk assessment and preparing a Safety and Health Plan for the delivery of the services described in Appendix VI;
- Tenderers shall outline how they propose to manage vehicular traffic, pedestrians, parked cars, bus stops, access & egress to business premises, deliveries to business premises, to maximize the area available for survey and to ensure the safe execution of the survey works;
- A Tenderer's response to this criterion shall be kept to a maximum of three (3) A4 pages in length and the Authority will not consider any information provided beyond three (3) A4 pages or any information contained within web page links.

Award Criterion: Experience, Qualifications and Technical Expertise of Proposed Personnel:

- Tenderers shall provide details of the proposed personnel who shall deliver the Services by way of a Curriculum Vitae (“CVs”). Tenderers shall propose one (1) named resource for each of the five (5) staff grades listed in Table 1, having regard to the requirements set out in Section 3 – Specifications of Service Requirements.
- Each CV shall be a maximum of two (2) A4 pages, using a font size no smaller than Arial 10. The Authority will not review pages beyond the specified limit;
- All CVs provided shall be evaluated holistically together in the round and not on an individual basis.

Pricing Submission:

- Set out the costs, in accordance with the tables and instructions set out in Appendix VII in full.

Form of Tender:

- The Form of Tender at Appendix VIII must be submitted with the Tender.

4.7 European Single Procurement Document

Tenderers will complete and submit with their Tender the electronic version of the European Single Procurement Document (“eESPD”) (using the eTenders website www.etenders.gov.ie). Tenderers must be in a position to supply the supporting documentation required to substantiate the declarations made in the eESPD in accordance with any timeframe specified by the Authority. If the Tenderer fails to provide the supporting documentation, or the supporting documentation does not support the declarations made in the eESPD in respect of any selection criterion, the Authority will deem the Tenderer to have failed that selection criterion (following further clarification with the Tenderer, if considered appropriate by the Authority at its discretion).

eESPDs must also be submitted for any proposed sub-contractor, all members of the group and any entity being relied upon for resources.

Tenderers will note that most of the questions in this RFT require a substantive response. Where a substantive response is required, referencing the ESPD alone will not suffice.

Tenderers should note that the Authority has the right to ask Tenderers for supporting documentation at any time during the Competition.

4.8 Validation of Tenders

Tenders will be examined initially for completeness and compliance with these Instructions.

Tenders which are not eliminated following this step will be assessed in accordance with the provisions of Section 7 of these Instructions.

4.9 Pricing

The pricing schedule set out in Appendix VII must be completed by all Tenderers. Failure to complete this schedule in full and to quote on this basis may result in a Tenderer's proposal being excluded from consideration.

4.10 Change in Circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer in a Tender was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Authority as soon as it becomes aware of this. The Authority reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the Tenderer from further participation in the procurement process.

If it comes to the Authority's attention that:

- there has been a change in circumstances concerning a Tenderer that could affect the assessment of that Tenderer's Tender or a decision that the Tenderer has qualified to have its Tender assessed; or
- information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

the Authority may (but is not required to) revise its assessment of the Tenderer's Tender or whether that Tender can be included in the evaluation on the basis of the information then available to the Authority.

4.11 Non-Compliant Tenders

Tenders must not be qualified in any way but must be submitted in accordance with these Instructions. Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. The Authority's decision on whether a Tender is compliant will be final.

If a Tender fails to comply in any respect with the requirements set out in these Instructions, the Authority will be entitled (but will not be obliged) to take such action as it considers appropriate, including (but not limited to):

- rejecting the relevant Tender as non-compliant;
- without prejudice to the Authority's right to reject the Tender:
 - meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender;
 - requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;

- waiving a requirement which, in the Authority's opinion is minor or procedural; and or
- amending the relevant requirements of these Instructions and inviting Tenderers to adjust their Tenders on the basis of such revised requirement,

provided however that no amendment and/or change to a requirement of these Instructions, will be permitted if, in the opinion of the Authority, the amendment and/or change, if accepted, would constitute a material amendment and/or change to the Authority's requirements.

4.12 Exclusionary Grounds

As regards Regulation 57 of SI 284 of 2016, Tenderers must declare in the eESPD that either no grounds for exclusion of the Tenderer pursuant to Regulation 57 apply, or that, although exclusion grounds do apply to the Tenderer, the Tenderer can, where permitted by Regulation 57, provide evidence to satisfy the Authority that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of the exclusion grounds. If the Authority considers that there are grounds for the exclusion of the Tenderer, and the Tenderer is unable to demonstrate to the satisfaction of the Authority that it should not be excluded (including failing to provide supporting documentation on request), the Tenderer will be eliminated from the Competition.

If the Authority determines that there are grounds for exclusion of a sub-contractor or entity being relied upon under Regulation 57, it may (where permitted by applicable law) ask the Tenderer to replace such sub-contractor.

If a Tenderer is asked to replace an entity or sub-contractor, and the Tenderer does not do so, or the replacement does not meet the relevant selection criterion or is subject to exclusion under Regulation 57, the Tenderer may be eliminated from the Competition.

5. INFORMATION AND COMMUNICATIONS

5.1 Amendments and/or Clarifications

If the Authority is of the opinion that a clarification of and/or amendment to these Instructions and/or additional information is required to be issued then the Authority will be entitled to make any such clarification of and/or amendment to these Instructions and/or issue such additional information.

5.2 Communications and Queries

Tenderers may not address queries to, or communicate with, the Authority other than in the manner provided for in this Section 5. All enquiries 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

All queries must be submitted via the eTenders website. Verbal queries or canvassing may result in disqualification.

Queries must be received by the Authority not later than the closing date for receipt of queries although the Authority reserves the right to respond to queries raised after that date. It is the Tenderer's responsibility to ensure that all queries are received by the Authority by this deadline. Such queries and /or requests should be submitted not later than **ten (10) days** prior to the date for return of Tenders. Any communication will state clearly that it relates to the **“Provision of Visualisation Services.”**

Queries from Tenderers will be accumulated and answers, where appropriate, will be sent simultaneously to all tenderers to ensure that all tenderers have the same opportunity to respond. The Authority will, if appropriate, circulate copies of all queries submitted pursuant to this Section 5, together with the Authority's responses thereto, to all tenderers by posting the responses to the queries via the Irish Government's e-tenders website; namely, www.etenders.gov.ie. Accordingly, it is critical that tenderers record their interest in this request via the www.etenders.gov.ie website. Otherwise, a Tenderer may not receive a breakdown of queries submitted, together with the Authority's responses thereto.

The Authority will endeavour to respond to all reasonable queries/requests received prior to the closing date for receipt of queries but does not undertake to respond to all queries/requests received. The Authority may, at its absolute discretion, respond to queries received after that date.

The Authority reserves the right to respond separately to a Tenderer's query if, in the Authority's absolute opinion, the response is particular to that particular Tenderer.

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

6. GENERAL PROVISIONS

6.1 Consortia

Where the successful Tenderer is a consortium of firms/partnerships, it is anticipated that each member of the consortium will be required to be jointly and severally liable for the performance of the Services, although the Authority reserves the right to require the Tenderer to contract on a different basis, such as a lead contractor with a number of sub-contractors.

6.2 Freedom of Information Act Requirements

The Authority is subject to the provisions of the Freedom of Information Acts. Therefore, where Tenderers consider any information, they provide in the course of this competition to be commercially sensitive or confidential in nature, the Authority will 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 the Freedom of Information Acts.

Tenderers will note, on conclusion of the Contract, that the Contract and associated documents will be open to public examination to the extent required by the Freedom of Information Acts or any act amending or replacing it.

The statutory requirements of the Freedom of Information Acts will, in all circumstances, supersede all the stated requirements of the various parties.

6.3 Conflict of Interest

Any conflict of interest or potential conflict of interest must be fully disclosed to the Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Authority will, in its absolute discretion, decide on the appropriate course of action.

Without prejudice to the foregoing, any registrable interest, involving the Tenderer and the Authority, members of the Board of the Authority, members of the Government, members of the Oireachtas or employees of the Authority or their relatives must be fully disclosed in the Tender, or should be communicated to the Authority immediately upon such information becoming known to the Tenderer, if later. The terms 'registrable interest' and 'relatives' will be interpreted in line with the Ethics in Public Office Act 1995.

6.4 Tender Validity Period

It is a condition of submission of a Tender that such Tender remains open for acceptance by the Authority for the period set out in the Form of Tender.

6.5 Tax Clearance, Insurance and Indemnity

It is a pre-condition to award of the Contract that the successful Tenderer will provide the Authority with a valid current Tax Clearance Certificate and evidence that the insurance required under the Contract is in place.

6.6 Confidentiality

Each Tenderer (and any other party who receives a copy of these Instructions) (each a “**Receiving Party**”) must keep confidential any information relating to the business, affairs or plans of the Authority which is designated as "confidential" or which ought reasonably be regarded as confidential which is obtained under or in connection with this tender competition, including, without limitation, their participation in the tender competition and these Instructions ("**Confidential Information**") and must not divulge the same to any third party without the prior written consent of the Authority.

The Receiving Party must procure that its personnel and all other of its employees having access to Confidential Information are subject to the same obligations as set out in this Clause 6.6 with respect to Confidential Information and must take all reasonable steps to ensure that its personnel and employees are made aware of and perform such obligations.

The Receiving Party may disclose Confidential Information:

- if and to the extent required by law or for the purpose of any judicial inquiry or proceedings;
- to its professional advisers, auditors and bankers; or
- if and to the extent that the Authority has given prior written consent to the disclosure.

The Authority is entitled to disclose to any person any information about this tender competition, including the identity of the Tenderers and details of their respective members, the services, the tender process or the award of the Contract (including, without limitation, details of the Tender Fee) at any time.

6.7 Ownership of Intellectual Property

The Receiving Party acknowledges that all rights in any materials (including, without limitation, these Instructions) provided by the Authority to the Receiving Party will at all times vest in and be the absolute property of the Authority.

6.8 Reliance on Resources

Where, in order to prove its suitability for the Services, a Tenderer or a member of a Tenderer wishes to rely on the resources 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 resources), the Tenderer must include with its Tender a letter from such other entity confirming that it is committed to providing the necessary resources. A

guarantee from such entity may be required as a condition of contract award. If availability of resources being relied upon is not established to the satisfaction of the Authority, the Authority will assess the suitability of the Tenderer without taking into account the resources of the entity being relied on.

6.9 Prior knowledge

Tenderers must not make assumptions that the Authority or any of its advisors has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with the provisions of these Instructions).

6.10 Corrections to Pricing Submission and abnormal tenders

The Authority may, without any responsibility for this, examine the details submitted in the Pricing Submission for errors and omissions.

The Authority reserves the right to correct Tenderers' completed Pricing Submissions for errors and/or omissions at its absolute discretion, or to request the Tenderer to correct the completed Pricing Submission if the Authority considers it appropriate to do so. The Authority will not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Submission. The Authority's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

Tenderers must not use abnormally high or low rates or prices. If, in the Authority's opinion, any tendered amounts are abnormally low or abnormally high, the Authority may require the Tenderer to provide further written details of the constituent elements of such tendered amounts or any other information which the Authority considers relevant. This may include (without limitation) the information listed in Regulation 69(2) of the European Union (Award of Public Authority Contracts) Regulations 2016.

Any failure to provide such information, where requested, may exclude the Tender from further consideration. If, having considered the information provided, the Authority is of the view that the tendered amounts are abnormally low or abnormally high, the Authority may reject the Tender.

6.11 Independent Enquiries

The Authority reserves the right to make independent trade, credit and security inquiries about Tenderers before identifying a preferred Tenderer or awarding any subsequent contract. Tenderers may be requested to provide financial and trade references as well as further biographical details of key personnel for this purpose.

6.12 Sanctions

The Authority reserves the right to exclude any Tenderer from the competition should the Authority be of the view that entry into any contract with such Tenderer (bearing in mind any consortium members, entities relied upon or subcontractors) be contrary to any applicable law or regulation, including any applicable sanctions regime. Tenderers are required to disclose in their Tender any issues giving rise to possible sanctions application.

7. EVALUATION PROCESS

7.1 Introduction

The Authority will evaluate and rank Tenders which have otherwise not been eliminated based on an evaluation of the criteria set out below in this Section 7. The Authority proposes to conclude a Contract with the Tenderer who has submitted the most economically advantageous Tender (i.e. the highest-ranked). In the event that the Authority is unable to conclude a contract with this Tenderer, the Authority reserves the right to revert to the next highest ranked Tenderer, *seriatim*, and seek to conclude a contract with that Tenderer.

Additionally, the Authority intends to conclude Framework Agreements with the highest ranked six (6) Tenderers who have submitted the six (6) most economically advantageous Tenders. In the event that the Authority is unable to conclude a Framework Agreement with one (1) or more of the highest ranked six (6) Tenderers, the Authority reserves the right to revert to the next-ranked Tenderer, *seriatim* and seek to conclude a Framework Agreement with that Tenderer until six (6) Framework Agreements have been concluded.

7.2 Evaluation Criteria

7.2.1 Stage 1- Eligibility Criteria

The eligibility of Candidates to perform the Contract will be evaluated by reference to the following eligibility criteria:

- Minimum Turnover Threshold (Pass/Fail Assessment)

A Candidate (whether a single Candidate or a group, and subject to its right to rely on other entities in accordance with Section 5.18) must have a (combined) average annual turnover of €300,000 in the three (3) most recent full financial years related to the visualization /design services.

If any entity whose information is being provided in response to this Section 7.2.1 has been trading for less than three (3) financial years, the minimum average annual turnover level set out above, must be met for the financial years for which the entity(ies) in question has been trading.

Average annual turnover must be demonstrated as follows:

- The provision of fully audited financial statements for the three (3) most recent financial years of the Tenderer, preceding the date of submission of Tenders, which the Authority will assess in respect of this criterion. If for any valid reason the Tenderer is unable to supply the above documents, it may submit alternative documentation which the Authority considers appropriate at its discretion; or
- A letter signed by a registered auditor or the entity's accountant confirming that the entity's average annual turnover satisfies the criterion set out above.

A Tenderer's response to this criterion shall be awarded either a "Pass" or a "Fail", defined as follows:

- Pass – A response which the Authority considers as evidencing that the minimum turnover threshold criterion has been met; or
- Fail - A response which the Authority considers as not evidencing that the minimum turnover threshold criterion has been met.

Failure by a Tenderer to evidence that the minimum turnover threshold criterion has been met shall result in a "Fail" and the Tenderer shall be removed from further consideration.

- Quality Management System Certification (Pass/Fail Assessment)

A Candidate (whether a single Candidate or a group, and subject to its right to rely on other entities in accordance with Section 5.18) must possess a quality management system certification such as ISO 9001:2015 (or equivalent).

Certification must be demonstrated as follows:

- Provision of the relevant certification where the certification is issued by a nationally or internationally accredited body (e.g. NSAI, or equivalent).
- The certificate must be current at the time of Tender submission and clearly state the expiry date.

In the circumstance that the Tenderer possesses an equivalent quality management system certification, the Tenderer must provide the rationale for the equivalency of the certification held to ISO 9001:2015..

A Tenderer's response to this criterion shall be awarded either a "Pass" or a "Fail", defined as follows:

- Pass – A response which the Authority considers as evidencing that the quality management system certification criterion has been met; or
- Fail - A response which the Authority considers as not evidencing that the quality management system certification criterion has been met.

Failure by a Tenderer to evidence that the minimum turnover threshold criterion has been met shall result in a "Fail" and the Tenderer shall be removed from further consideration.

7.2.2 Stage 2 – Selection Criteria:

The suitability of Tenderers to perform the Contract will be evaluated by reference to the following selection criteria:

No.	Selection Criterion	Marks Available	Minimum Required
1	Quality of Tenderer's Experience in Photomontages (Service Category 2) The quality of the Tenderer's experience in Photomontages (Accurate Visual Representations) similar to the services described in Section 3 – Specifications of Service Requirements.	Pass/Fail	Pass
2	Quality of Tenderer's Experience in 3D Visualisation (Service Category 3) The quality of the Tenderer's experience in 3D Visualisation similar to the services described in Section 3 – Specifications of Service Requirements	Pass/Fail	Pass
3	Quality of Tenderer's Experience in Illustrations/ Collages (Service Category 4) or Animation (Service Category 5) The quality of the Tenderer's experience in Illustrations/ Collages or Animation similar to the services described in Section 3 – Specifications of Service Requirements.	Pass/Fail	Pass
	Total	Pass/Fail	N/A

Table 2: Selection Criteria

A Tenderer's response to each selection criterion shall be awarded either a "Pass" or a "Fail", defined as follows:

- Pass – A response which the Authority considers as evidencing an adequate or sufficient level of similar experience held in the relevant service category, having regard to the detail set out in Section 3 – Specifications of Service Requirements.
- Fail - A response which the Authority considers as not evidencing an adequate or sufficient level of similar experience held in the relevant service category, having regard to the detail set out in Section 3 – Specifications of Service Requirements.

Tenderers must note that their response to each selection criterion must achieve the minimum marks set out in the table above, in order to avoid elimination from consideration.

Failure by a Tenderer to achieve a "Pass" in each selection criterion i.e. evidence an adequate or sufficient level of similar experience held, shall result in the Tenderer being removed from further consideration. In the event that a Tenderer is eliminated from consideration due to a failure to reach the minimum marks for any of the selection criteria listed above, then that Tenderer's submission will not be taken into further consideration.

Tenderers who meet the minimum requirements in respect of the selection criteria shall proceed to Stage 3 – Award Criteria. The scores achieved under the selection criteria will not be relevant to the evaluation under the award criteria at Stage 3.

7.2.3 Stage 3 - Award Criteria

The evaluation criteria that will be applied by the Authority to assess the most economically advantageous Tender will be:

No.	Award Criteria	Marks Available	Minimum Required
1	Quality of Tenderer's Proposed Approach to Risk Assessment and Safety and Health Plan for Reference Project 1 The quality of the Tenderer's Proposed Approach to Risk Assessment and Safety and Health Plan for Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme having regard to the project service requirements as set out in Appendix V of this RFT.	15	9
2	Quality of Tenderer's Proposed Approach to Risk Assessment and Safety and Health Plan for Reference Project 2 The quality of Tenderer's Proposed Approach to Risk Assessment and Safety and Health Plan for Reference Project 2: Dublin City, Ringsend to City Centre, Walking & Cycling Scheme having regard to the project service requirements as set out in Appendix VI of this RFT.	15	9
3	Experience, Qualifications and Technical Expertise of Proposed Personnel The overall quality of the experience, qualifications and technical expertise of the proposed personnel having regard to the	30	18

	requirements set out in Section 3 Specification of Service Requirements of this RFT.		
4	Price The Tender Fee as per Appendix 1, Pricing Submission	40	N/A
	Total	100	N/A

Table 3: Award Criteria

Tenderers should note that their response to each qualitative award criterion must achieve the minimum marks set out in the table above, in order to avoid elimination from consideration. In the event that a Tenderer is eliminated from consideration due to a failure to reach the minimum marks set out in the table above then that Tenderer's Pricing Submission will not be taken into consideration.

The Authority reserves the right to interview Tenderers or request presentations from Tenderers before completing the final assessment under the award criteria. The highest scoring (highest ranked) Tender will represent the most economically advantageous Tender, and the Authority shall seek to conclude a contract for the Provision of Visualisation Services with the most economically advantageous Tenderer.

The six (6) highest scoring (highest ranked) Tenders will represent the six (6) most economically advantageous Tenders, and the Authority shall seek to conclude Framework Agreements for the Provision of Visualisation Services for Public Transport Related Projects funded by the Authority with those six (6) most economically advantageous Tenderers.

6.2.3 Scoring Methodology

The marks available for each qualitative award criterion are as set out in Table 3 above. The Tenderer's response to the quality criteria will be assessed by reference to the quality of the Tenderer's response using the scoring bands as set out in Table 4 below. Tenderers should note that individual statements in the below scoring bands are separate and not cumulative. The professional judgment of the evaluators shall be used to determine which of the relevant bands the response shall fall into.

Band	Score (as a % of the maximum marks available)	Interpretation
5	100%	An excellent response to the criterion. The Authority has no reservations or very minor reservations regarding the quality of the Tenderer's response to the criterion in question.

4	80%	A very good response to the criterion. The Authority has minor reservations regarding the quality of the Tenderer's response to the criterion in question.
3	60%	A good response to the criterion. The Authority has moderate reservations regarding the quality of the Tenderer's response to the criterion in question.
2	40%	A poor response to the criterion. The Authority has significant reservations regarding the quality of the Tenderer's response to the criterion in question.
1	20%	A very poor response to the criterion. The Authority has substantial reservations regarding the quality of the Tenderer's response to the criterion in question.
0	0%	No response. The Authority has profound reservations regarding the quality of the Tenderer's response to the criterion in question.

Table 4: Scoring Methodology

7.3 Price Assessment

The marks awarded under the Price Criterion will be calculated in accordance with the following formula:

$$\left[1 - \left(\frac{TenderFee - LowestTenderFee}{HighestTenderFee} \right) \right] \times Weighting$$

Where:

- Tender Fee, is the Tender Fee submitted by the Tenderer under consideration;
- Lowest Tender Fee, is the lowest Tender Fee from the Tenders received;
- Highest Tender Fee, is the highest Tender Fee from the Tenders received; and
- Weighting is **40** marks.

Using the weighting 40 for the Price Award Criterion, the maximum marks that can be achieved for the Tender Fee for this commission is 40 marks.

7.4 Clarifications

The Authority may seek clarification or further information or both from one or more of the Tenderers. The Authority may meet with one or more Tenderers for these purposes. The Authority will confirm to the Tenderer concerned in written minutes any clarification arising

from such meeting and the Tenderer will be required to confirm or correct the minutes in writing.

7.5 Tie Break

In the event of a tie, the Tender with the highest marks for Award Criterion – Experience, Qualifications and Technical Expertise of Proposed Personnel. will be deemed to be the highest-ranked Tender. In the event of a tie on the basis of quality marks for this criterion, the Authority reserves the right to determine the ranking on the basis of the highest marks for Award Criterion – Quality of Tenderer’s Proposed Approach to Risk Assessment and Safety and Health Plan for Reference Project 1.

8. STEPS FOLLOWING TENDER ASSESSMENT

8.1 Notification

Following the completion of the evaluation process, the Authority will notify all Tenderers of the outcome of the competition as soon as practicable. This notification will not form the Contract or any contract or obligation and specifically will not obligate the Authority to award or enter into the Contract and/or Framework Agreement(s).

8.2 Letter of Intent

The Authority may issue a Letter of Intent to the selected Tenderer(s), requesting submission of the following documentation (and any other items deemed appropriate by the Authority):

- Evidence of tax clearance certificate;
- Evidence of insurance policy (ies).

The issuance of a letter of intent by the Authority will not in any way constitute the award of this Contract and the Contract will not come into force in any way without the issue of a Letter of Acceptance by the Authority or the formal execution of the Contract by the Authority and the successful Tenderer.

If the Tenderer to whom such a letter of intent is addressed does not submit the documents as required within the specified timeframe, the Authority may take such steps as are considered appropriate, including (but not limited) to:

- executing the Contract with the Tenderer to whom the letter of intent was addressed (even though the documents have not yet been provided);
- allowing the Tenderer to whom the letter of intent was addressed additional time to provide the documents; or
- proceeding to initiate award to the Tenderer who submitted the next most economically advantageous Tender, *seriatim*, and seek to conclude a contract with that Tenderer.

8.3 Letter of Acceptance

The Authority may create the Contract and/or Framework Agreement by issuing a Letter of Acceptance at any time during tender validity period (subject to any standstill period which may be required by law).

9. PROPOSED CONTRACT

A copy of the draft Contract and Draft Framework Agreement proposed to be entered into between the Authority and the successful Tenderer(s) are provided in Appendix I and Appendix II. Tenderers should note that specific technical and other service requirements are detailed throughout this document and are additional to the general terms and conditions set out in the draft Contract.

The successful Tenderer(s) will be required to enter into a Contract and/or Framework Agreement with the Authority on the basis of the terms and conditions set out in Appendix I and/or Appendix II. The Authority will draft and specify the final form of the Contract and Framework Agreement.

No commitment of any kind, contractual or otherwise, will exist unless and until a formal contract or framework agreement has been executed by or on behalf of the Authority.

Any issues, which a Tenderer may have with the proposed Contract or Draft Framework Agreement, must be raised by way of Tender Query prior to the closing date for receipt of queries, as specified in Section 5.2.

APPENDIX I – DRAFT CONTRACT

APPENDIX II – DRAFT FRAMEWORK AGREEMENT

APPENDIX III — DRAFT REQUEST FOR TENDERS - CALL OFF COMPETITION

APPENDIX IV — DRAFT CALL OFF CONTRACT

APPENDIX V - REFERENCE PROJECT 1: DUBLIN CITY, COOLOCK TO CLONTARF (VERNON AVENUE TO COAST) WALKING AND CYCLING SCHEME – 3D ILLUSTRATIONS

1. General

The successful Tenderer shall provide five (5) numbers print ready digital 3D illustrations as required as part of the public consultation to assist in communicating proposed changes to the street layout along Vernon Avenue as part of the Coolock to Clontarf Walking and Cycling Scheme. These are to include four (4) number views at street level and one (1) no aerial view of area. A site location map indicating the extent of the project area is provided below. The various steps included within this project are as follows:

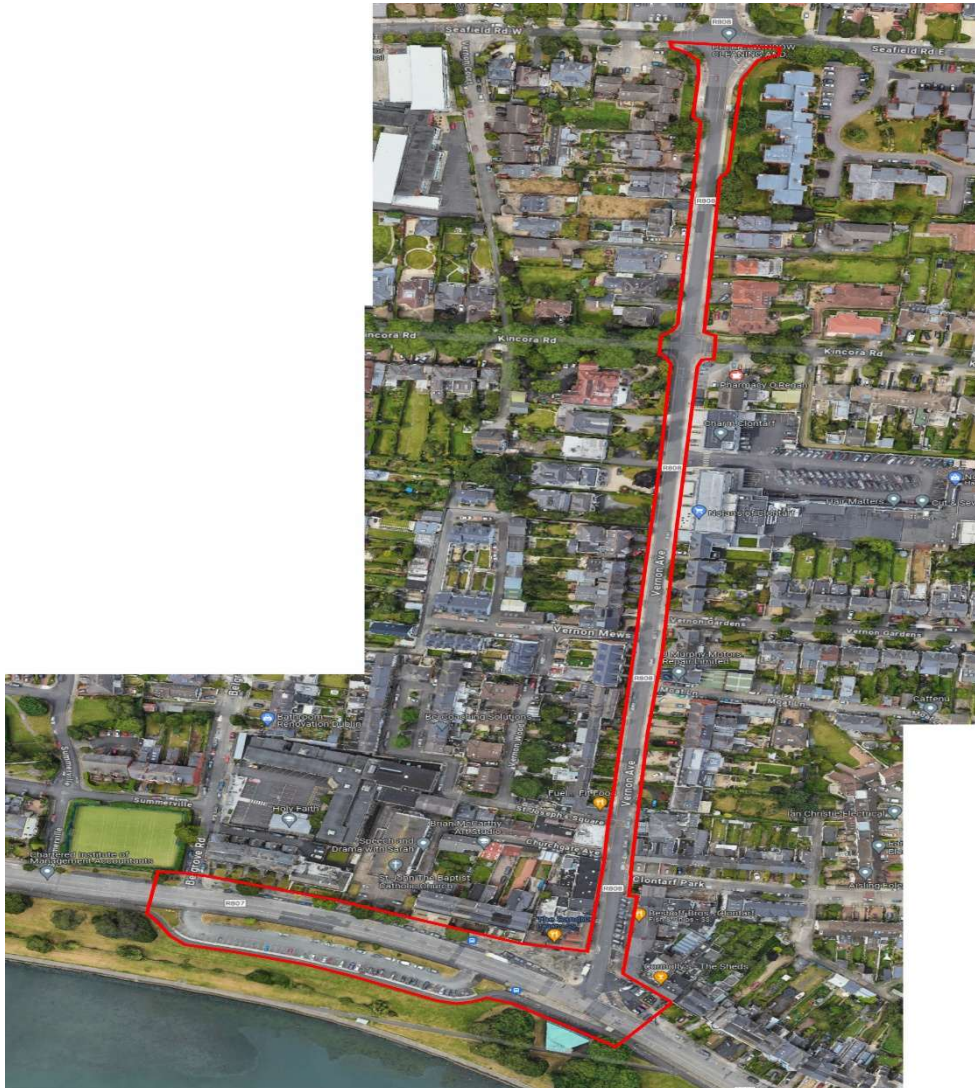
- a) Initial meeting (Microsoft Teams) with the Authority to discuss the proposed scheme design and 3D illustrations. The Authority will provide a briefing of the existing streets arrangements and the design proposal for the area including parking/loading areas, outdoor dining, street furniture, heritage fabric, greening, lighting, junction design, segregated kerbs, traffic lights, road signage, crossings, raised tables, materials, etc. Exact locations and preferred style / tone for the 3D illustrations are to be agreed with the Authority.
- b) Site visits (including photos) as required.
- c) Presentation meeting (Microsoft Team's): First draft sets of 3D illustrations presented to the Authority. Draft 3D illustrations to be issued 24 hours min. in advance of presentation. Positioning of views to be modified and agreed. Preferred material palette to be agreed. Mark ups of 3D illustrations will be issued by Contracting Authority and amended accordingly.
- d) Presentation meeting (Microsoft Team's): Second draft review (similar process as above). Draft 3D illustrations to be issued 24 hours min. in advance of presentation.
- e) In Person meeting (Dublin City Centre offices): Final set of 3D illustrations presented to the Authority for sign off. Final 3D illustrations to be issued 24 hours min. in advance of presentation. Allow for additional minor amendments.
- f) Final issue - 1 Number 3D illustration to capture aerial view of proposals
- g) Timeline (estimate): 3D illustrations to be complete 4 weeks after appointment.

2. Notes:

- Existing and proposed drawings will be provided by the Authority, as well as any relevant master planning / public realm design reports for the area, together with any other relevant surveys available, e.g. topographical, drone surveys, etc. Please note the topographical survey is the property of the Authority and shall not be shared externally.
- The Authority will confirm materials proposed. No sketch up model is available.
- OS mapping tiles and Aerial Photography can also be provided if required and available.
- The 3D illustrations are to be made available in PNG, JPEG, .tiff and PDF format.

- 3D illustrations shall clearly show various road users in the images.

3. Map Of Project Area



APPENDIX VI - REFERENCE PROJECT 2: DUBLIN CITY, RINGSEND TO CITY CENTRE WALKING AND CYCLING SCHEME – 3D PHOTOMONTAGES AND VIDEO ANIMATION

1. General

The successful Tenderer shall provide

- eight (8) of print ready 3D photomontages are required as part of the public consultation to assist in communicating proposed changes to the street layout as part of the Ringsend to City Centre Walking and Cycling Scheme. These are to include 6no views at street level and 2no aerial views of area. All views to show "before" and "after" images. A site location map indicating the extent of the project area is provided below.
- Two (2) video animations are required for use as part of the public consultation for the project along the full length of the scheme, which shows all the different user groups in motion, including pedestrians, disabled persons, cyclists, public transport, private vehicles, etc.; and
- One (1) video animation to capture proposals along full length of scheme.

The various steps included within this project are as follows:

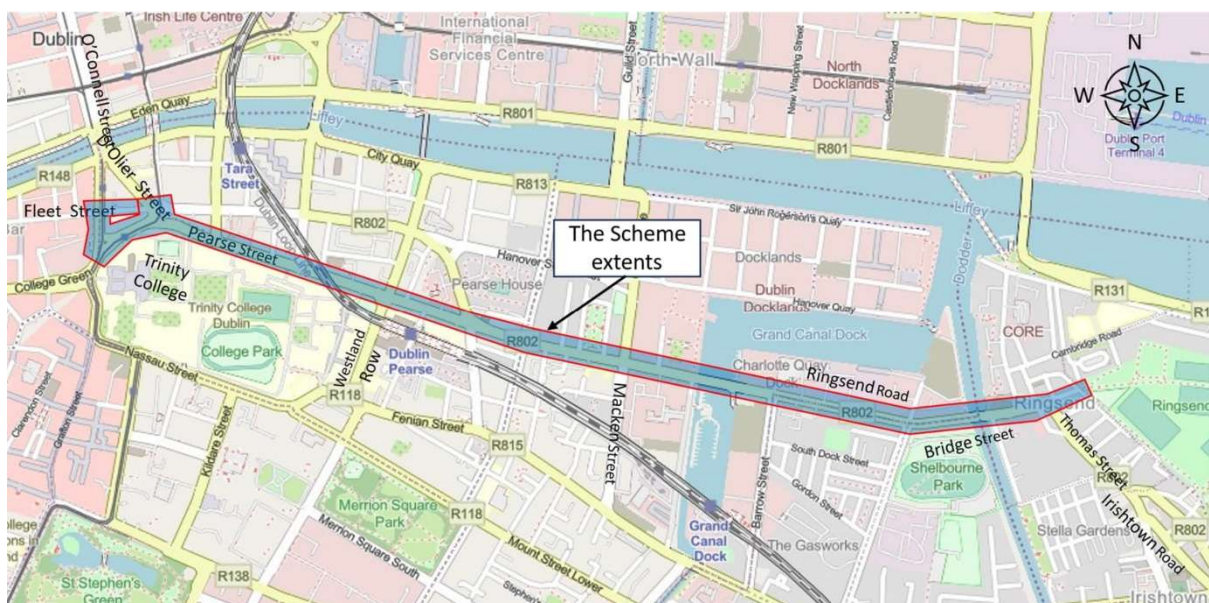
- a) Presentation meeting (Microsoft Teams): Initial meeting with the Authority to discuss the proposed scheme design, visualisations and video animation. The Authority will provide a briefing of the existing streets arrangements and the design proposal for the area including parking/loading areas, outdoor dining, street furniture, heritage fabric, greening, lighting, junction design, segregated kerbs, traffic lights, road signage, crossings, raised tables, materials, etc. Exact locations and preferred style / tone for the 3D photomontages and video animation are to be agreed with the Authority.
- b) Site visits (including photos) as required.
- c) Presentation meeting (Microsoft Team's): First draft sets of 3D photomontages and video animation presented to Contracting Authority. Draft 3D photomontages and video animation to be issued 24 hours min. in advance of presentation. Positioning of views to be modified and agreed. Preferred material palette to be agreed. Mark ups of 3D photomontages and video animation will be issued by Contracting Authority and amended accordingly.
- d) Presentation meeting (Microsoft Team's): Second draft review (similar process as above). Draft 3D photomontages and video animation to be issued 24 hours min. in advance of presentation.
- e) In person meeting (Dublin City Centre offices): Final set of 3D photomontages and video animation presented to Contracting Authority for sign off. Final 3D

photomontages and video animation to be issued 24 hours min. in advance of presentation. Allow for additional minor amendments.

2. Note:

- Timeline (estimate): 3D photomontages and video animation to be complete 4 weeks after appointment.
- Video animations are required for use as part of the public consultation for the project along the full length of the scheme, which shows all the different user groups in motion, including pedestrians, disabled persons, cyclists, public transport, private vehicles, etc
- Existing and proposed drawings will be provided by the Contracting Authority, as well as any relevant master planning / public realm design reports for the area, together with any other relevant surveys available, e.g. topographical, drone surveys, etc. Please note the topographical survey is the property of the Contracting Authority and shall not be shared externally.
- Contracting Authority will confirm materials proposed. No sketch up model is available.
- OS mapping tiles and Aerial Photography can also be provided if required and available.
- The 3D photomontages are to be made available in PNG, JPEG, .tiff and PDF format.
- The video animations are to be made available in MP4 and MOV format.
- 3D photomontages and video animation shall clearly show various road users in the images.

3. Map Of Project Area



APPENDIX VII – PRICING SUBMISSION

1. General

Tenderers are required to complete in full Tables A, B, C and D as set out below. All rates must be quoted in Euro (€), must be fixed and must be exclusive of VAT (if applicable).

Save for completing the pricing information required, Tenderers may not make any alterations or amendments to this Tender Price Schedule. Failure to complete the Tender Pricing Schedule in full may result in a Tenderer being excluded from consideration.

The “Tender Fee” in the Table A below is a notional price for tender evaluation purposes only and will not form part of the Contract and Framework Agreement. Actual charges will reflect the Services delivered based on the rates provided in the tables below.

2. Table A: Tender Fee Table

The Tenderer is required to complete in full the Table A – “Tender Fee” below, subsequent to completing Tables B, C and Table D.

The “Tender Fee” in Table A will be the figure derived from the summation of the “Total Cost” column.

Description	Total Cost (Excl. VAT) €
Table B: Proposed Personnel Cost	
Table C: Reference Project 1 (Coolock to Clontarf) Cost	
Table D: Reference Project 2 (Ringsend to City Centre) Cost	
Tender Fee	

Table A: Tender Fee

3. Table B: Proposed Personnel Cost

In Table B, Tenderers are required to complete the “Hourly Rate” column for each of the five (5) personnel grades set out in the table below, having regarded to the minimum qualifications and experience for each grade as set out in Section 3.4.9 Personnel.

The “Hourly Rate” represents the maximum rate per hour proposed to be charged for that particular grade of personnel for the delivery of the Services under the proposed Contract.

In addition, the “Hourly Rate” proposed shall also be the maximum (ceiling) rate that may be proposed for any Call Off Competitions under the Framework Agreement. For the purposes of clarity, during a Call Off Competition, Tenderers may propose up to and including this Hourly Rate for each grade of personnel.

The number of hours set out in the table represents a notional number included for the purposes of comparative assessment only. It will not form part of the Framework Agreement and is no indication of the likely level of services to be provided.

For the avoidance of doubt the Hourly Rate for an individual must include all ancillary costs, overheads and profit including, without limitation, such items as:

- salary payments inclusive of all pay related items;
- provision of all secretarial/administrative/clerical support;
- all equipment required in the performance of the services;
- office overheads;
- insurance;
- general office consumables;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements for attendance at meetings;
- postage/telephone/fax/email costs;
- internal photocopy and printing costs;
- general overheads: and
- profit.

Tenderers shall then complete the “Notional Cost” column by multiplying each “Hourly Rate” figure, for each of the personnel grades, by the figure under the “Notional Number of Hours” column for each of the personnel grades.

Then the “Table B: Proposed Personnel Cost” shall be the figure derived from the summation of all “Total Notional Cost” amounts.

Personnel Grade Description	Notional Number of Hours	Maximum Hourly Rate (excl. VAT) €	Total Notional Cost (excl. VAT) €
Grade 1 - Framework Manager, Partner or Company Director or equivalent grade	1,400		
Grade 2 - Senior Consultant / Project Manager (10+ years' experience – Architect or Engineer or Graphic Designer)	1,500		
Grade 3 - Intermediate Consultant (7+ years' experience – Architect or Engineer or Graphic Designer)	1,200		
Grade 4 - Senior Technician (8+ years' experience – Architect or Engineering or Graphic Design Technician)	1,500		
Grade 5 - Graduate Consultant (Architect or Engineer or Graphic Designer)	800		
Table B: Proposed Personnel Cost			

Table B: Proposed Personnel Cost

3. Table C: Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme – 3D Illustration Cost

In Table C, Tenderers are required to complete both the “Number of Hours” and “Hourly Rate” column for each of the five (5) personnel grades set out in the table below, to deliver the services as described in the project brief for Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme.

The “Number of Hours” cell represents the number of hours necessary for each grade of personnel to deliver the services as described in the project brief for Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme. In circumstance where a Tenderer deems that a particular grade of personnel is not needed in the performance of the services for this reference project, Tenderers may insert N/A within the relevant cells.

The “Hourly Rate” cell represents the maximum rate per hour proposed to be charged for each particular grade of personnel to deliver the services as described in the project brief for Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme. In circumstance where a Tenderer deems that a particular grade of personnel is not needed in the performance of the services for this reference project, Tenderers may insert N/A within the relevant cells.

For the avoidance of doubt the Hourly Rate for an individual must include all ancillary costs, overheads and profit including, without limitation, such items as:

- salary payments inclusive of all pay related items;
- provision of all secretarial/administrative/clerical support;
- all equipment required in the performance of the services;
- office overheads;
- insurance;
- general office consumables;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements for attendance at meetings;
- postage/telephone/fax/email costs;
- internal photocopy and printing costs;
- general overheads: and
- profit.

Tenderers must note that the “Hourly Rate” proposed for each grade of personnel in Table C: Reference Project 1: (Coolock to Clontarf) must be equal to that specified for the same grade under Table B: Proposed Personnel Cost.

Tenderers shall then complete the “Total Cost” column by multiplying each “Hourly Rate”

figure, by the figure under the “Number of Hours” column. Then the “Table C: Reference Project 1 (Coolock to Clontarf) Cost” shall be the figure derived from the summation of all of “Total Cost” amounts.

Personnel Grade Description	Number of Hours	Hourly Rate (excl. VAT) €	Total Cost (excl. VAT) €
Grade 1 - Framework Manager, Partner or Company Director or equivalent grade			
Grade 2 - Senior Consultant / Project Manager (10+ years’ experience – Architect or Engineer or Graphic Designer)			
Grade 3 - Intermediate Consultant (7+ years’ experience – Architect or Engineer or Graphic Designer)			
Grade 4 - Senior Technician (8+ years’ experience – Architect or Engineering or Graphic Design Technician)			
Grade 5 - Graduate Consultant (Architect or Engineer or Graphic Designer)			
Table C: Reference Project 1: (Coolock to Clontarf) Cost			

Table C: Reference Project 1: Dublin City, Coolock to Clontarf (Vernon Avenue to Coast) Walking and Cycling Scheme Cost

4. Table D: Ringsend to City Centre Walking and Cycling Scheme – 3 D photomontages and video animation Cost

In Table D, Tenderers are required to complete both the “Number of Hours” and “Hourly Rate” column for each of the five (5) personnel grades set out in the table below, to deliver the services as described in the project brief for Reference Project 2: Ringsend to City Centre Walking and Cycling Scheme.

The “Number of Hours” cell represents the number of hours necessary for each grade of personnel to deliver the services as described in the project brief for Reference Project 2: Ringsend to City Centre Walking and Cycling Scheme. In circumstance where a Tenderer deems that a particular grade of personnel is not needed in the performance of the services for this reference project, Tenderers may insert N/A within the relevant cells.

The “Hourly Rate” cell represents the maximum rate per hour proposed to be charged for each particular grade of personnel to deliver the services as described in the project brief for Reference Project 2: Ringsend to City Centre Walking and Cycling Scheme. In circumstance where a Tenderer deems that a particular grade of personnel is not needed in the performance of the services for this reference project, Tenderers may insert N/A within the relevant cells.

For the avoidance of doubt the Hourly Rate for an individual must include all ancillary costs, overheads and profit including, without limitation, such items as:

- salary payments inclusive of all pay related items;
- provision of all secretarial/administrative/clerical support;
- all equipment required in the performance of the services;
- office overheads;
- insurance;
- general office consumables;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements for attendance at meetings;
- postage/telephone/fax/email costs;
- internal photocopy and printing costs;
- general overheads: and
- profit.

Tenderers must note that the “Hourly Rate” proposed for each grade of personnel in Table D: Reference Project 2: Ringsend to City Centre Walking and Cycling Scheme must be equal to that specified for the same grade under Table B: Proposed Personnel Cost.

Tenderers shall then complete the “Total Cost” column by multiplying each “Hourly Rate” figure, by the figure under the “Number of Hours” column. Then the “Table D: Reference Project 2 (Ringsend to City Centre) Cost” shall be the figure derived from the summation of

all of “Total Cost” amounts.

Personnel Grade Description	Number of Hours	Hourly Rate (excl. VAT) €	Total Cost (excl. VAT) €
Grade 1 - Framework Manager, Partner or Company Director or equivalent grade			
Grade 2 - Senior Consultant / Project Manager (10+ years' experience – Architect or Engineer or Graphic Designer)			
Grade 3 - Intermediate Consultant (7+ years' experience – Architect or Engineer or Graphic Designer)			
Grade 4 - Senior Technician (8+ years' experience – Architect or Engineering or Graphic Design Technician)			
Grade 5 - Graduate Consultant (Architect or Engineer or Graphic Designer)			
Table D: Reference Project 2: (Ringsend to City Centre) Cost			

Table D: Reference Project 2 Ringsend to City Centre Walking and Cycling Scheme – 3D photomontages and video animation Cost

APPENDIX VIII – FORM OF TENDER

National Transport Authority
Haymarket House
Smithfield
Dublin 7
D07 CF98

Provision of Visualization Services for the National Transport Authority and Establishment of a Multi-Party Framework Agreement for Public Transport Projects funded by the National Transport Authority

Dear Sirs

1. Having examined in full and understood the Instructions to Tenderers (“**Instructions**”) and any accompanying documentation, including the terms and conditions of contract, for the above-mentioned contract issued by the National Transport Authority (the “**Authority**”), we offer to provide the services required by the Authority as more particularly described in the tender documentation provided for the amounts set out in our Pricing Submission enclosed with this tender, or such other fee as may be determined in accordance with the contract.
2. We confirm that we have read the tender documentation in full and in particular confirm our acceptance of all terms and conditions of contract in the latest form issued by the Authority before the deadline for receipt of tenders.
3. We confirm that all of the information supplied in our tender is true and accurate.
4. In consideration of your providing us with the tender documents, we agree not to withdraw this offer until the later of:
 - (a) 6 months from the closing date for receipt of tenders; and
 - (b) expiry of at least 21 days written notice to terminate this tender given by us, which may not issue prior to the expiry of the period at (a).
5. We acknowledge that, save for our irrevocable offer to keep our tender open for acceptance for the period referred to in paragraph 4 above, and the provisions of section 6.6 of the Instructions, no legally binding agreement exists between us unless and until our offer is accepted by you by the issue of a Letter of Acceptance or the execution by us both of the contract.
6. We understand that this tender can be awarded in whole or in part and that you are not bound to accept the lowest or any tender you may receive.
7. We acknowledge that the departure of the United Kingdom from the European Union (“Brexit”) has occurred and that we have taken account of Brexit in preparing our

tender. We confirm that we have taken all necessary steps to ensure that we comply with our obligations under the Contract (including but not limited to our obligation to comply with applicable law) given the occurrence of Brexit, at our sole cost. We understand that our tender price is deemed to include for all costs associated with Brexit, whether as a result of customs, duties, taxes, currency fluctuations, cost of transport, cost of compliance with applicable law or otherwise, and that we will not be entitled to claim additional payments to reflect increased costs save as explicitly provided for in accordance with the terms of the Contract.

8. We certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- communicate to a person other the person calling for the tender the amount or approximate amount of the tender;
- enter into any agreement or arrangement with any other person that he or she will refrain from tendering or as to the amount of any tender to be submitted;
- offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or thing of the sort described above in relation to any other tender or proposed tender.

We also confirm that we are not aware of any legal impediment which would prevent the Authority from entering into a contract with us (bearing in mind sanctions law or any other applicable law). In particular, we declare that:

- (a) Neither the Tenderer nor any member of the Tenderer or entity being relied upon is a Russian national, or a natural or legal person, entity or body established in Russia;
- (b) Neither the Tenderer nor any member of the Tenderer or entity being relied upon is directly or indirectly owned by more than 50% by a Russian national, or a natural or legal person, entity or body established in Russia;
- (c) Neither the Tenderer nor any member of the Tenderer or entity being relied upon is acting upon the direction of a person outlined in a) or b) above; and
- (d) We do not intend to use any subcontractor or entity being relied upon captured by a) b) or c) above for more than 10% of the value of this Contract, if successful.

Defined terms not defined in this Form of Tender will have the meaning given to them in the Instructions.

Dated this _____ day of _____ 202_

Name _____ of
tendering entity:

(IN BLOCK LETTERS)

Address:

Signed for and on
behalf _____ of
tendering entity:

Name in block
capitals:

Official capacity
or authority:

In the presence of: _____

Signature of _____
witness:

Name of witness
in block capitals: _____

Witness
occupation: _____

Witness address: _____

APPENDIX IX – 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’ will 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; and
- Referees.

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; and
- Regulators or oversight bodies.

If you are unsuccessful as part of the tender process, such personal data will be retained until three 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).