National Transport Authority

Request for Tenders:

Provision of Onsite Operations Resources

National Transport Authority
Haymarket House
Smithfield
Dublin 7
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Data Classification: Confidential

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1. INTRODUCTION

1.1 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"). 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.

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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, Tourism and Sport. 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. The 2009 Act, the Taxi Regulation Act 2013, 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;
- 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, Tourism and Sport 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, Tourism and Sport. 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, Tourism and Sport, 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, Tourism and Sport.

2.2 Defined Terms

In these Instructions:

ABT	Account based ticketing - A ticketless way of allowing people to travel meaning they tap or scan using a secure token, linked to an account in the back office, to make a journey. The location and amount of taps calculate the fare, which is charged to the passenger post journey.
AFC	Automatic Fare Collection – a system of components that automate the ticketing system of a public transportation network – an automated version of manual fare collection. An AFC system is the basis for integrated ticketing.
AVLS	Automatic Vehicle Location System – AVL systems are required for service control of buses, communications with drivers, and the current generation of real time information for on street displays, website and mobile applications.
Contract	Means the contract to be entered into between the successful Tenderer and the Authority;
Draft Contract	Means the form of the Contract included in Appendix V which is subject to completion with details of relevant parties and Tender information;
NGT	Next Generation Ticketing Project This project plans to improve the overall customer experience by enabling customers to use a debit card or credit card or smartphone to pay for travel. In addition, the payment methods will be smarter, offering a greater choice of payment options and the

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	ability for the best fare for customer to be automatically charged.
Pricing Submission	Means the submission being made by the Tenderer in respect of its costs to provide the Services (comprising the Tenderer's response in relation to Appendix I of these Instructions);
Quality Submission	Means the non-price submission being made by the Tenderer in respect of its proposals to provide the Services;
RTPI	Real Time Passenger Information – RTPI on street displays provide service departure information. Each RTPI unit displays a live countdown time in minutes for each departure expected at a particular stop. Al RTPI displays also have the ability to display service disruption information, which is managed by fleet dispatchers, traffic controllers and An Garda Siochana.
Services	Means the Services to be performed under the Contract;
Tender	Means the tender submitted by the Tenderer in response to these Instructions comprising the completed Tender Submission and the Pricing Submission;
Tender Fee	Means the tendered costs set out in Appendix I: 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.

3. SPECIFICATIONS OF SERVICE REQUIREMENTS

3.1 Overview

This Section details the Services required of the successful Tenderer. The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change. The contract will be for an initial period of two years. If the services provided are deemed to be satisfactory the contract may be renewed annually up to a maximum of two years after the end of the second year (4 years in total). The extension of the contract will be dependent on service requirements, performance and continued funding availability.

3.2 Scope

Experienced resources are required to support various new and on-going projects and operational management within the Authority. The need for these resources may not be continuous, and the number of resources and the skill sets required onsite with the Authority shall vary according to the nature of the projects and tasks being carried out, as determined by the Authority.

The scope of this tender covers the provision of various Transport Technology project and operational support roles with the Authority. The competencies of the resources anticipated under this contract would equate generally to the Principal Officer, Engineer Grade I and II and Assistant Principal Officer grades in the civil service to offer business and policy support as project administrators, system engineers, operations engineers, service delivery managers, business analysts, project managers, and business analysts.

These resources are to be on-site in NTA (unless otherwise agreed with NTA) and will be supervised and directed by NTA on a day-to-day basis. All work products shall be for NTA directly and shall not be subject to review or approval by the successful Tenderer's managers or supervisors and the successful Tenderer would not be responsible for any specific deliverables or signoffs of any work done (e.g. partner or director sign off shall not apply). Examples of the experience, qualifications and services required are detailed in section 3.4.2 below.

3.2.1 Roles Required

For the purposes of this tender, the following resources have been separated into 2: the first list details the resources likely to be required immediately and the second details the resources that we envisage may be required:

Immediately required:

- Role 2: Business Analyst 4 FTE;
- Role 3: Operations Technical Support Engineer 1 FTE;
- Role 4: Operations Support Engineer 1 FTE;
- Role 5: Senior Operations Support Engineer 1 FTE;
- Role 6: Senior ICT Administrator 1 FTE;
- Role 7: Project Consultant 2 FTE;
- Role 8: Technical Operations Lead 1 FTE;
- Role 9: Data Manager 1 FTE;
- Role 10: Operations Support Services Technician 1 FTE;
- Role 11: Service Delivery Support 2 FTE;
- Role 12: Technical SME 1 FTE;
- Role 13: Tech/ Operations Co-Ordinator 1 FTE;
- Role 15: Technical Subject Matter Expert 1 FTE;

- Role 16: ICT Manager 1 FTE.

Envisaged:

- Role 1: Digital Product Owner 1 FTE;
- Role 14: Compliance Officer 1 FTE;
- Role 17: Junior Administrator 1 FTE.

3.2.2 Tasks and operational projects

The following is an indicative but not exhaustive list of the types of on-going tasks and operational projects the resources will work on:

- Project implementation and operational support;
- Operational administration and management;
- Customer service delivery;
- Change and incident management;
- Admin support;
- Content development;
- Compliance and audit support;
- AFC/AVLS/RTPI operations and support; and
- Miscellaneous projects relating to the operational activities of the Transport Technology Department.

3.3 Current / In-situ Staff

Certain roles mentioned above are currently in position with the Authority, provided via a third party under contract to the NTA. This contract is due to expire on 8th March 2027; however, the roles may continue; consequently, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("TUPE Regulations") may apply.

For the avoidance of doubt, NTA is not making any representations and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the TUPE Regulations. The application of Council Directive 2001/23/EC as implemented in Irish law by Statutory Instrument SI No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("TUPE Regulations"), will be determined as a matter of law. Tenderers should consult their own legal advisors as to the application of employment law and their obligations under it.

The Transfer Regulations may apply on or following the commencement of this Agreement such that persons currently providing all or part of the Services would transfer to the successful Tenderer and that, should the Transfer Regulations apply, the contracts of employment of the Employees will have effect from the Transfer Date as if originally made between the successful Tenderer and the Employees.

The successful Tenderer acknowledges and agrees that it shall be liable for all Employee Liabilities resulting from the application or alleged application of the Transfer Regulations on, or following, commencement of this Agreement, that the Authority has made no representations regarding the Transfer Regulations and that the Authority has not provided any warranty or indemnity of any nature regarding the application of the Transfer Regulations or the identity of the persons who may transfer to the successful Tenderer in accordance with the Transfer Regulations.

Any costs associated with the application of TUPE (if it occurs) will be deemed to be included in any tendered price submitted.

3.4 Introduction to the Transport Technology Directorate

3.4.1 Introduction

The NTA's Transport Technology Directorate is responsible for developing and operating best in class technology solutions to support rail, bus and tram transport operators in delivering effective and efficient transport services to the public. To this end, the department is procuring, implementing and operating solutions in the area of Real Time Passenger Information systems (On-Street Displays and the TFI Live mobile application), a new Automatic Vehicle Location system enabling operators to plan, track and manage bus services all over the country (NG-AVL), the national integrated transport ticketing solution (the Leap Card System) and is in the process of developing a next generation of ticketing systems (NGT). In addition, the Transport Technology Directorate is responsible for operational support for systems (including on-bus systems) used for delivering certain bus services that are overseen directly by NTA (referred to as "BMO Services"), as well as service delivery, vendor/supplier management and compliance.

TFI Leap Card Integrated Ticketing System (ITS)

The Integrated Ticketing System (ITS) has been developed by The Authority to make transport usage in Ireland simpler, more attractive and most cost effective for passengers. ITS employs reusable and reloadable NFC enabled smart cards as the ticketing medium to enable multi-operator, multi-modal through ticketing. In addition to standard tickets and passes, an e-purse is available on the smartcards to enable cashless fare payments for one-off journeys.

Next Generation Ticketing

Over time ITS will be replaced by a Next Generation of Ticketing (NGT) system. Several projects are running within the Authority which will support this transition. NGT will involve features like: mTicketing, EMV, Account Based Ticketing and Mobility as a Service. Over time the required support is likely to shift from ITS- to NGT-related projects.

Travel Information Systems

On-Street Displays, the TFI Live mobile application are all overseen by teams within NTA.

Next Generation AVL (NG-AVL)

Multiple different automatic vehicle location systems are currently used on bus services in Ireland. The NG-AVL project currently underway seeks to replace these multiple systems with a single solution for bus services in Ireland.

3.4.2 Required Personal attributes or competencies

All onsite resources must have the following personal attributes or competencies:

- Highly motivated with a positive attitude and willingness to learn;
- Excellent communication and influencing skills, verbal and written;
- Planning and organising;
- Strong stakeholder management;
- Attention to detail;
- Continuous improvement;
- Flexibility towards different situations, consumers and business needs;
- Problem solving;
- Build relationships and share knowledge with peers, colleagues and manager;

- Engage in and take ownership of personal development and career planning; and
- Strive to do things better for yourself, the team, and the Authority.

3.4.3 Experience, qualifications and services required (per role)

Role 1: Digital Product Owner

The NTA provide a number of digital services to the travelling public in the form of mobile phone applications and web content. The role of the digital product owner will be to define the vision for the assigned products(s) communicating with stakeholders across the board, including customers, business managers, and the development team to make sure the goals are clear, and the vision is aligned with Transport Technology business objectives.

The product owner will maintain a product roadmap, the product roadmap is a high-level, strategic visual summary that outlines the vision and direction for the product offering over time. The product owner will manage the product backlog through development cycles to delivery, overseeing all aspects of projects including procurement, delivery, testing, benefits analysis, business cases & operations plans. The product owner will engage with the customers, customer experience team and service delivery team on incident response. The product owner will work with project managers and vendors on timely delivery of updates, upgrades and enhancements. The product owner is responsible for ensuring the product is maintained on supported versions of infrastructure and application in a complaint manner for security, PCI and app store requirements.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;
- 5+ years' experience in IT or digital product management;
- Prior Supplier/Vendor Management experience;
- Experience of coordinating multiple teams to achieve business outcomes; and
- Project Management Qualification desirable, but not essential.

Role 2: Business Analyst

The Business Analyst provides analysis and design services for enhancement projects and procurements. The Business Analyst will work within multiple transport projects and is responsible for analysing and specifying requirements, reviewing documents and producing detailed design specifications. Definition of business requirements and reporting back to stakeholders, creating detailed business analysis documents and outlining problems, opportunities and solutions for business users are key activities in this role.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;
- Hold at least 5 years' experience in IT, Operations, or a related field which shall consist of at least 3 years' experience as a Business Analyst, on large and complex projects;
- Demonstrable project management skills, including planning, organising, and managing resources.
- Proven experience with business technical and operational requirements analysis, including process and workflow modelling, development, and verification;
- Experience in analysing data to draw business-relevant conclusions and in data visualisation techniques and tools;
- Excellent experience in generating process documentation;
- Experience working with senior stakeholders across multi-disciplinary functions.
- Strong written and verbal communication skills including technical writing skills;

- Good understanding of networks, databases and other technology; and
- Project Management Qualification desirable but not essential.

Role 3: Operations Technical Support Engineer

The Operations Technical Support Engineer – Transport Technology plays a vital role in maintaining the reliability and performance of key transport systems across the network. Working closely with Operations Support Engineers, this role supports the operation of Automatic Vehicle Location (AVL) systems, ticketing platforms, transport operator planning tools, and the associated fixed and mobile communications infrastructure. The engineer collaborates with internal teams and subject matter experts to resolve incident and service requests, ensuring timely delivery of tasks and smooth operation of all supported services.

A core part of the role involves building strong working relationships with internal and external stakeholders, including NTA teams, transport operators, and suppliers. The engineer is responsible for keeping stakeholders informed through regular service updates, SLA reporting, and KPI tracking. They also contribute to the development and maintenance of standard operating procedures, knowledge base articles, and compliance documentation to support consistent, high-quality service delivery. This position ensures that all services meet required standards and that supporting documentation remains accurate and up to date.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in an electrical/mechanical engineering or computer science discipline;
- Have at least 5 years' relevant experience in a technical/engineering role (e.g. diagnostics, computer/phone/electronics maintenance/repair, industrial machine maintenance/repair, etc.);
- Have good knowledge of computers, operating systems/software, and experience with communication systems/protocols (e.g. OBD-II, EOBD, FMS, Canbus, Machine PLC, etc.).

Role 4: Operations Support Engineer

The Operations Support Engineer plays a key role in ensuring the reliability, performance, and continuous improvement of Transport Technology systems across the network. This position is responsible for maintaining and supporting a range of critical systems—including Automatic Vehicle Location (AVL), ticketing platforms, and Real-Time Passenger Information (RTPI) systems—ensuring they operate to the highest standards. The role involves hands-on troubleshooting of software, firmware, and hardware issues at operator sites, as well as providing training to customers and new operations personnel. The engineer will also coordinate system installations and upgrades, working closely with suppliers, operators, and internal teams to resolve technical issues efficiently and effectively.

Beyond day-to-day technical support, the Operations Support Engineer contributes to the development and upkeep of operational documentation, processes, and procedures to promote consistency and knowledge sharing across the organisation. The role includes managing incident faults through a structured service desk, monitoring back-office systems, and maintaining strong working relationships with stakeholders, contractors, and service providers. Additional responsibilities may be assigned by the Technical Operations Manager, offering opportunities to support broader operational initiatives and enhance the overall performance of Transport Technology services.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in a relevant technical subject, preferably engineering or computing;
- Have a minimum of 2 years recent satisfactory experience in a technical support, development, or testing function;
- Have a minimum of 2 years' experience in managing people or projects;
- Good working knowledge of database query tools, e.g. SQL, to assist in the identification and resolution of data related operational issues;
- Demonstrated experience in developing and running service processes and procedures, preferably in accordance with a recognised service management standard (ITIL or equivalent); and
- Experience of stakeholder management in a complex multi-vendor IT environment.

Role 5: Senior Operations Support Engineer

The Operations Support Engineer plays a key role in ensuring the reliability, performance, and continuous improvement of Transport Technology systems across the network. This position is responsible for maintaining and supporting a range of critical systems—including Automatic Vehicle Location (AVL), ticketing platforms, and Real-Time Passenger Information (RTPI) systems—ensuring they operate to the highest standards. The role involves hands-on troubleshooting of software, firmware, and hardware issues at operator sites, as well as providing training to customers and new operations personnel. The engineer will also coordinate system installations and upgrades, working closely with suppliers, operators, and internal teams to resolve technical issues efficiently and effectively.

Beyond day-to-day technical support, the Operations Support Engineer contributes to the development and upkeep of operational documentation, processes, and procedures to promote consistency and knowledge sharing across the organisation. The role includes managing incident faults through a structured service desk, monitoring back-office systems, and maintaining strong working relationships with stakeholders, contractors, and service providers. Additional responsibilities may be assigned by the Technical Operations Manager, offering opportunities to support broader operational initiatives and enhance the overall performance of Transport Technology services.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in a relevant technical subject, preferably engineering or computing;
- Have a minimum of 5 years recent satisfactory experience in a technical support, development, or testing function;
- Have a minimum of 2 years' experience in managing people or projects;
- Good working knowledge of database query tools, e.g. SQL, to assist in the identification and resolution of data related operational issues;
- Demonstrated experience in developing and running service processes and procedures, preferably in accordance with a recognised service management standard (ITIL or equivalent); and
- Experience of stakeholder management in a complex multi-vendor IT environment.

Role 6: Senior ICT Administrator

The Senior ICT Administrator will support the NTA in delivering high quality, reliable public transport Automated Vehicle Location (AVL), ticketing and real time travel information systems. These applications are delivered and supported using a combination of NTA personnel, application vendors and third-party managed service providers (MSP).

This role will involve working with these providers to ensure that they are delivering services to contracted SLAs. This involves monitoring and management of ICT infrastructure, both on-premises and cloud, to ensure systems are secure, performant and available is a key element of this role.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in IT, Computer Science or Engineering;
- 5+ years' experience in a Senior ICT Administrator role supporting a diverse and complex ICT environment;
- Certification in Microsoft Server products and ITIL; and
- Strong technical knowledge of and experience with key ICT technologies including Microsoft Windows Server, Microsoft Windows 11, VMware and virtualisation, Microsoft Azure, Amazon Web Services, Cisco equipment, LAN/WAN networking, Entra ID, SAN storage, Desktop management, Service Now, PowerShell scripting.

Role 7: Project Consultant

The role focuses on leading the design, development, and implementation of NGT systems while also serving as the workstream lead. It requires a strong blend of technical expertise and stakeholder engagement, ensuring that complex transport technology solutions are effectively specified, procured, and delivered to meet organisational and customer needs.

Required Qualifications, Training and Experience:

- NFQ Level 7 in a relevant IT discipline;
- Substantial experience in systems analysis, customer facing solution design, and largescale transport technology deployments;
- A deep knowledge of cEMV open and closed loop systems, ABT, MaaS, PCI compliance, and payment authentication is essential;
- The role also demands strong communication skills and proven capability in business case development, programme management, and managing ABT schemes, including crisis analysis and recovery;
- A formal project management qualification is advantageous but not mandatory.

Role 8: Technical Operations Lead

The Technical Operations Lead is responsible for ensuring the performance, stability and service quality of Leap Services by overseeing system operations, service levels and technical provisioning. The role requires close collaboration with NTA teams, transport operators, suppliers and third-party partners to maintain smooth system functionality, while managing the technical roadmap and coordinating change management across development and testing teams. It also involves maintaining knowledge articles and process documentation, monitoring supplier performance, and producing operational reporting, metrics and trend analysis. The Technical Operations Lead supports ISAE compliance and wider governance, risk and compliance activities, and contributes to operational practices such as capacity planning, configuration and release management, incident and problem management, service risk, infrastructure and security, and business continuity. The role may

additionally support other transport technology systems, including Rural Transport and Commercial Bus Operators (CBO).

Required Qualifications, Training and Experience:

- NFQ Level 6 qualification in a relevant discipline such as business, computing or engineering .
- Minimum two years' experience in a team-lead role with accountability for delivering team objectives.
- Proven ability to manage projects and workloads using tools like 365, SharePoint or ServiceNow.
  Strong written and verbal communication skills, including effective report writing.

Role 9: Data Manager

The Data Lead plays a central role in ensuring the accuracy, integrity, and reliability of Transport Technology's data ecosystem. Reporting to the Systems Engineering Manager, this position is responsible for identifying, planning, and executing the migration of data from multiple sources into consolidated datasets used across the Fares Data Repository (FDR) and the central AVL data repository (SWDR). The role involves processing and validating data inputs across a range of Transport Technology systems—including fares management, Automatic Vehicle Location (AVL), and planning interfaces with Transport Operators—to ensure high levels of service quality, accuracy, and availability. A key aspect of the role is the ongoing management of the FDR and SWDR repositories, ensuring they remain authoritative sources for downstream systems and external stakeholders.

The Data Lead also ensures that all public transport datasets conform to relevant industry schemas such as NaPTAN, VDV, GTFS, and NeTEx, while performing data cleansing and normalisation to maintain fitness for purpose. The role requires agility in responding to urgent data changes, such as those triggered by unexpected events or emergency diversions, ensuring that operational systems remain up to date. Additionally, the Data Lead contributes to the testing and validation of new features and system enhancements, supporting continuous improvement across the Transport Technology environment.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 degree in a relevant technical subject, preferably computer science; and
- Have a minimum of 2 years recent satisfactory experience in a data role.

Role 10: Operations Support Services Technician

This role focuses on maintaining smooth day-to-day operations by identifying and resolving operational issues, investigating and specifying system changes for technologies such as on bus ticketing machines, SCIM modules, AVL systems, VOIP radio, and passenger information tools. It also involves developing, improving, and following operational and incident -to-day operations by identifying and resolving operational issues, investigating and specifying system changes for technologies such as on-bus ticketing machines, SCIM modules, AVL systems, VOIP radio, and passenger information tools. It also involves developing, improving, and following operational and incident-related procedures, while building strong hands-on technical knowledge to independently troubleshoot equipment, systems, subsystems, and components.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 6 degree in a relevant technical subject, preferably engineering or computing;

- Have a minimum of 2 years recent satisfactory experience in a technical support, development, or testing function;
- Have a minimum of 2 years' experience in managing people or projects;
- Good working knowledge of database query tools, e.g. SQL, to assist in the identification and resolution of data related operational issues;
- Demonstrated experience in developing and running service processes and procedures, preferably in accordance with a recognised service management standard (ITIL or equivalent); and
- Experience of stakeholder management in a complex multi-vendor IT environment.

Role 11: Service Delivery Support

This role is central to ensuring the smooth and reliable operation of our systems and services. This person will oversee the daily monitoring of the service desk, triaging and resolving issues in line with Service Level Agreements—either independently or in collaboration with internal teams and external vendors. A key part of the position involves managing the full change management lifecycle, ensuring that updates, patches, and system enhancements are properly coordinated, communicated, and deployed with minimal disruption. This person will also support Business as Usual activities, including routine system updates, scheduled reporting, and file transfer monitoring to ensure all processes run successfully.

In addition, this person will play an active role in diagnosing and troubleshooting system issues, performing daily system checks, and acting as a secondary point of contact for operational continuity. The role requires regular engagement with transport operators and vendors, maintaining strong working relationships to support seamless service delivery. As part of the wider Operations team, this person will also contribute to additional tasks and initiatives as needed, helping to maintain a stable, efficient, and well-governed systems environment.

Required Qualifications, Training and Experience:

- Have experience with service management (helpdesk) software (e.g. ServiceNow);
- Hold an ITILv3 Foundation equivalent or higher certification;
- Have experience or knowledge of the public transport industry;
- Have strong communication skills including; and
- Have the ability to deal with sudden changes in agenda, direction or speed of action.

Role 12: Technical Subject Matter Expert (AVL)

The AVL Subject Matter Expert (SME) will play a central role in supporting the delivery, optimisation, and continuous improvement of the organisation's Automatic Vehicle Location and Real Time Passenger Information services. This position is responsible for providing expert technical guidance, ensuring system reliability, and collaborating with cross-functional teams and Suppliers to enhance operational performance. The SME will analyse system data, troubleshoot complex issues, and contribute to the development of best-practice standards that strengthen service quality and user experience.

In this role, the successful candidate will act as a trusted advisor to both technical and non-technical stakeholders, supporting project delivery, system upgrades, and strategic initiatives. They will help shape future AVLS capabilities by identifying opportunities for innovation, driving process improvements, and ensuring compliance with organisational and industry standards. This is a hands-on, high-impact role suited to someone who thrives in a dynamic environment and enjoys solving complex technical challenges.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;
- 5+ years' experience of AVL systems and common interface data structures (VDV, SIRI, ITxPT, etc.);
- 5+ years' experience and proven track record in collection, cleaning, organising and analysing complex datasets identifying inconsistencies, data quality issues, trends and patterns;
- 5+ years' experience in data analytics, business intelligence and reporting; and
- 3+ years' full-stack experience.

Role 13: Tech/ Operations Co-Ordinator

The cEMV Deployment & Operations Coordinator supports the nationwide rollout and ongoing management of the cEMV payment solution for Local Link services, working closely with the solution provider, Local Link TCUs, transport operators, and internal NTA teams to ensure smooth deployment, reliable operations, and effective issue resolution. The role oversees release scheduling, daily operational support, device repairs, training, and stakeholder engagement while contributing to cross functional initiatives and maintaining strong relationships across the transport network. It also involves producing service performance updates, managing compliance documentation, and developing SOPs and knowledge materials. Candidates require a relevant NFQ degree, at least three years' experience in technical leadership or vendor management, project or product management experience, and strong familiarity with ITIL, with additional advantages including project management qualifications, public transport knowledge, business analysis skills, strong communication abilities, and adaptability in a fast-changing environment.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ Level 7 qualification in a business or engineering discipline;-
- Minimum three years' experience in a Technical Lead or Vendor Management role, with project/product management and ITIL knowledge; and
- Proven ability to manage SLAs/KPIs, with desirable strengths in project/operations management, public transport knowledge, business analysis, and strong communication skills.

Role 14: Compliance Officer

This role supports the Transport Technology Risk and Compliance function by assisting the manager with day-to-day operations, maintaining and consolidating risk registers, and managing GDPR, FOI and Protected Disclosure requests. It involves developing and updating privacy and GDPR documentation, coordinating with corporate data protection, risk and compliance teams, and supporting both internal and external audits. The position also contributes to project governance by ensuring compliance documentation and risk assessments are complete, conducts risk and data reviews of third-party providers, documents key policies and procedures with operational stakeholders, and delivers training and knowledge updates to Transport Technology teams.-to-day operations, maintaining and consolidating risk registers, and managing GDPR, FOI and Protected Disclosure requests. It involves developing and updating privacy and GDPR documentation, coordinating with corporate data protection, risk and compliance teams, and supporting both internal and external audits. The position also contributes to project governance by ensuring compliance documentation and risk assessments are complete, conducts risk and data reviews of third-party providers, documents key policies and procedures with operational stakeholders, and delivers training and knowledge updates to Transport Technology teams.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline; and
- Have a minimum of two years' experience in a compliance, risk management, data protection, or governance role.

Role 15: Technical Subject Matter Expert (NGT)

The Technical Subject Matter Expert is responsible for contributing to the technical design of the NGT project. This role combines hands-on technical understanding, ensuring that the NGT solution is delivered on time, within scope, and to the required quality standards.

They will be responsible for providing technical guidance and oversight to ensure solutions meet business and compliance requirements. They will review technical designs, specifications, and change requests and support troubleshooting, root cause analysis, and resolution of technical issues ensuring adherence to industry standards, internal policies, and best practices.

Required Qualifications, Training and Experience:

- Have a minimum of NFQ Level 7 in Engineering, Computer Science, Information Technology, or a related technical discipline;
- 5+ years' experience in a technical role and leading technical teams;
- Project management certifications such as, PRINCE2 Practitioner, PMP, or Agile/Scrum Master certification
- Technical certifications relevant to the organisation's domain (e.g., Microsoft, Cisco, AWS, ITIL).
- Experience working with external vendors, contractors, or suppliers.
- Strong understanding of project governance, risk management, and change control.
- Demonstrated ability to interpret technical documentation and support technical decision making.

Role 16: ICT Manager

The ICT Manager will oversee the full operational delivery of ICT and Security services, leading the day-to-day management of ICT teams, systems, infrastructure and support functions. It ensures stable, secure and compliant operation of all ICT environments including system interfaces, networks, payment infrastructure, and support systems, while maintaining data integrity, system performance, capacity, availability and ongoing maintenance. The position is accountable for implementing and improving ICT policies and processes, meeting all regulatory and contractual obligations, delivering updates and upgrades, and achieving required KPIs.

The ICT Manager will drive strong governance, reporting and stakeholder engagement, managing incidents, problems, service requests and change requests with urgency and clarity. It ensures effective ICT risk management, provides required audit access, supports governance and performance review forums, and coordinates all ICT operational staff, processes and facilities. Continuous improvement, proactive communication with the Authority, and decisive escalation management are central to the position's success.

Required Qualifications, Training and Experience:

- Hold a minimum of a NFQ level 7 in a relevant discipline;
- Have at least seven (7) recent years' experience working in information, communications and technology lead roles in a senior role;
- Have experience on ticketing technology projects of a similar scope and scale to the services we envisage under NGT.

Role 17: Junior Administrator

The Operations Junior Administrator plays a central role in supporting both new and ongoing projects within Transport Technology, ensuring the smooth running of day-to-day operations. This position involves handling a wide range of administrative tasks, including preparing invoices and purchase orders, coordinating meetings, tracking actions, and producing clear and accurate minutes. The role also contributes to maintaining operational momentum by monitoring work in progress, following up on outstanding items, and supporting the team with scheduling and general coordination activities. This position involves handling a wide range of administrative tasks, including preparing invoices and purchase orders, coordinating meetings, tracking actions, and producing clear and accurate minutes. The role also contributes to maintaining operational momentum by monitoring work in progress, following up on outstanding items, and supporting the team with scheduling and general coordination activities.

In addition to daily operational support, the Operations Administrator helps strengthen departmental efficiency by assisting in the development, refinement, and implementation of processes and procedures. This includes managing documentation and artefacts, preparing key reports such as monthly progress updates and purchase order tracking, and ensuring contract administration records remain accurate and up to date. Through organised, proactive, and detail focused work, the Operations Administrator enhances the effectiveness of the Operations team and contributes to the overall success of the department.

Required Qualifications, Training and Experience:

- Have a minimum of NFQ level 4 qualification or equivalent;
- Have a minimum of 2 years' recent satisfactory experience working in a busy office environment in an administrative role;
- Possess effective communication skills, both written and verbal;
- Have demonstrable experience in supporting the development and implementation of processes and procedures; and
- Have experience and knowledge of Microsoft Word and Microsoft Excel.

3.4.4 Resource Requirements

The Successful Tenderer shall provide the option of multiple suitably qualified and experienced resources concurrently at any time during the Contract.

The Authority intends using the resources extensively over a number of different projects and tasks within the Authority.

The Successful Tenderer shall provide such numbers of resources as determined by the Authority at any time during the Term.

The resources shall meet or exceed the qualifications and experience set out in section 3.4.2 and 3.4.3 of this Request for Tenders or as subsequently advised.

3.4.5 Service Level Requirements

A draft program of resource requirements will be agreed in advance with the Successful Tenderer, however, on final confirmation of resource needs by the Authority, the Successful Tenderer shall make available the requested resources to the Authority within 14 Days of receipt of notification by the Authority.

The anticipated profile of resource requirements is provided in Table 1 below.

Note: Resource requirements may vary at the Authority's discretion, including changes to the number of resources and/or days required. No minimum engagement period is guaranteed, and the Authority may withdraw any appointed resource on two weeks' notice.

Year	**2027**
Anticipated Resources (likely to be) Required	• Role 2: Business Analyst - 4 resources per month; • Role 3: Operations Technical Support Engineer - 1 resource per month; • Role 4: Operations Support Engineer- 1 resource per month; • Role 5: Senior Operations Support Engineer - - 1 resource per month; • Role 6: Senior ICT Administrator - 1 resource per month; • Role 7: Project Consultant – 2 resources per month; • Role 8: Technical Operations Lead - 1 resource per month; • Role 9: Data Manager - 1 resource per month; • Role 10: Operations Support Services Technician - 1 resource per month; • Role 11: Service Delivery Support – 2 resources per month; • Role 12: Technical Subject Matter Expert (AVL) - 1 resource per month; • Role 13: Tech/ Operations Co-Ordinator - 1 resource per month; • Role 15: Technical Subject Matter Expert (NGT); • Role 16: ICT Manager.
Year	**2028 onwards**
Anticipated Resources (likely to be) Required	• Role 1: Digital Product Owner – 1 resource per month; • Role 2: Business Analyst - 4 resources per month; • Role 3: Operations Technical Support Engineer - 1 resource per month; • Role 4: Operations Support Engineer- 1 resource per month; • Role 5: Senior Operations Support Engineer - - 1 resource per month; • Role 6: Senior ICT Administrator - 1 resource per month; • Role 7: Project Consultant – 2 resources per month; • Role 8: Technical Operations Lead - 1 resource per month; • Role 9: Data Manager - 1 resource per month; • Role 10: Operations Support Services Technician - 1 resource per month; • Role 11: Service Delivery Support – 2 resources per month; • Role 12: Technical Subject Matter Expert (AVL) - 1 resource per month; • Role 13: Tech/ Operations Co-Ordinator - 1 resource per month; • Role 14: Compliance Officer - 1 resource per month; • Role 15: Technical Subject Matter Expert (NGT) – 1 resource per month; • Role 16: ICT Manager – 1 resource per month; • Role 17: Junior Administrator – 1 resource per month.

Table 1- Resource Profile

The Successful Tenderer shall provide a selection of resumes detailing qualification and experience profiles of any requested resources to the Authority for selection by the Authority at least 7 calendar days after a request from the Authority to the Successful Tenderer. The Authority at its absolute

discretion shall determine the suitability of a proposed resource and may at its absolute discretion request that a replacement resource be proposed. Notice of selection or rejection of resources will be provided to the Successful Tenderer by the Authority within 2 working days of receipt of profiles of proposed resources. After notice of selection is being received by the Successful Tenderer, the respective resource shall be able to start at the Authority within 14 calendar days.

The Successful Tenderer shall provide a replacement resource at one week's notice should a resource fail to be available or be found to be unsuitable by the Authority. Any such replacement resources shall be at least as experienced as the resource being replaced.

3.4.6 Location/Distribution Requirements

Resources shall be located onsite at the Authority offices in Dublin, and at other Authority locations in Ireland at no extra cost if required by the Authority.

3.4.7 Confidentiality/Security Requirements

All Parties shall maintain the confidentiality of Authority systems and operations at all times. Suitable non-disclosure agreements will be signed by the Authority, the Successful Tenderer and each resource provided to the Authority by the Successful Tenderer.

3.5 Transition

The Successful Tenderer shall be responsible for managing any transition that may be necessary between an existing service provider and the Successful Tenderer.

3.6 Commissioning Work

The Authority reserves the right not to commission any assignments under the contract, depending on its particular requirements.

3.7 Invitation to Tender

Suitable companies are now invited to tender to undertake this work in accordance with the terms of this brief. Following consideration of submissions, the Authority may at its discretion award the contract to the company submitting the most economically advantageous tender. The Authority will evaluate Tenders based on the criteria set out in section 7 of these Instructions. Tenderers may be required to make a presentation relating to their proposal at an Authority-nominated date, time and venue. The Authority proposes to conclude a contract with the Tenderer who has submitted the most economically advantageous tender when assessed in accordance with the evaluation criteria. 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.

Data Classification: Confidential

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 (but does not bind itself to do so).

4.2 Procedure

Tenderers are invited to submit Tenders in accordance with these Instructions following which the Authority will, subject to its rights and discretions as set out in these Instructions, assess the Tenders submitted and proceed to award the Contract.

4.3 Deadline for Receipt of Tenders

The deadline for receipt of Tenders is 12:00 noon Monday 22nd June 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 shall submit an electronic copy submission which should be submitted via the electronic inbox 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. The size of the total combined documents sent to the electronic inbox should not exceed 100MB. To submit the Tender documents to the electronic inbox, you must click “Submit” after ensuring that the visual indicator shows 100% completion. A successful Tender submission will be confirmed by five (5) green tick marks; non-conformant tenders will not be accepted showing red tick marks. After successful submission, Tenderers can re-send their response until the response deadline. After the response deadline, Tenderers should be aware that they will no longer be able to submit their Tender.

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

4.5 Tendering Costs

Tenderers shall bear all costs associated with the preparation and submission of their Tenders. The Authority shall 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 will be required to 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 shall prevail.

The working language of the project will be English. Tenderers should be precise and succinct in their submissions. The Authority will not consider pages beyond the specified limit, however relevant CVs may be included in an appendix.

Tenderers should clearly specify their respective approaches to each of the requirements and the staff to be assigned to each. Individual staff members may be assigned to work in any / all requirement areas.

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

General Information:

- Name, address, e-mail address and telephone number of the Tenderer and name of the contact person dealing with the Tender;
- Name, address, e-mail address and telephone 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.

Relevant similar experience:

- Details of two (2) similar experiences (similar having regard to the description of the Services set out in section 3) undertaken during the last three (3) years. In each example Tenderers must, where possible, identify the client involved and provide a brief description of the services provided to the client;
- Provide the names and phone numbers of contact persons in these matters to act as potential referees. Please note that these persons may be contacted by the Authority for references.

Quality of the Proposed Team:

- Tenderers must demonstrate that the person(s) they are proposing for delivering the services have the necessary experience and qualifications (refer to section 3.4.3). In order to satisfy this requirement with their Tender, Tenderers must demonstrate the proven ability of each Resource proposed to deliver the Services required. For example, each CV should clearly demonstrate previous application by the Resource of the technical competencies and skillsets, as set out in Section 3.4.3, that directly relate to the current Role/ Resource requirements and how the experience can be similarly applied to the Role/Services currently being sought;
- The CV must provide clear and comprehensive details demonstrating how each proposed Resource has the technical skillsets and competencies required to

deliver the current Services sought. The CV must address each of the required Skillsets/Competencies;

- In the event that a Tenderer proposes more than the required number of proposed resources for each of the specified roles, the Authority will evaluate the resources in order of appearance;
- The same resource cannot be proposed for more than one (1) role. Where the same resource is proposed for multiple roles, the Tender shall be removed from consideration;
- All proposed resources shall be assessed holistically together in the round. A proposed resource shall not be assessed in isolation. Marks will be awarded by reference to the overall quality and extent of the overall experience of the proposed resources relative to the specification set out in the Section 3.4.3.

Maximum page limit: 2 (two) x A4 pages per CV.

Quality of the Resource Management Proposal and Approach to the Implementation/ Service Delivery

Maximum page limit: 3 (three) x A4 pages.

Tenderers must provide a comprehensive, integrated proposal outlining their Resource Management and Service Delivery approach to meet the full scope of services and specifications set out in Section 3 – Specifications of Service Requirements, Section 3.2 – Scope of this RFT and Schedule 1 – Services Specification of the Draft Contract.

The proposal must clearly demonstrate the quality and robustness of the Tenderer's methodology for managing resources and delivering the Services to a high standard. At a minimum, the proposal shall address the following areas:

- Resource Access
- Resource Performance
- Segregation of Duties or Resources
- Performance Measurement
- Role of the Service Provider Representative
- Communication Processes
- Issues Management
- Conflict Resolution and Escalation Processes
- Methodology for Transition of Services

Tenderers must describe how their proposed approach will ensure effective resource management, strong governance, timely issue resolution, and high-quality delivery of all Services throughout the contract term.

Pricing Submission:

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

Form of Tender:

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

Article 57 of EU Directive 2014/24/EU:

- The Declaration of Compliance at Appendix III must be submitted with the Tender. This declaration must be completed and signed in ink by the Tenderer.

4.7 Validation of Tenders

Tenders will be examined initially for completeness and compliance with these Instructions. Tenderers will also be examined to check that the Tenderer should not be excluded on the basis of Regulation 57 of EU Directive 2014/24/EU. If any of the conditions set out in Regulation 57 of Directive 2014/24/EU apply to the Tenderer (or any member of the Tenderer, in the case of a consortium), the Tenderer shall be excluded from the competition.

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

4.8 Pricing

The pricing schedule set out in Appendix I 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.

4.9 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.

4.10 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 shall be entitled (but shall 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, shall 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.

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 shall 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

Queries may not be made verbally or by any other means and canvassing will disqualify.

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 shall state clearly that it relates to **"Provision of Onsite Operations Resources"**.

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 shall be so advised and the reasons specified. The nature of the documentation may then be taken into account by the Authority in considering requests, if any, for access to such information under the Freedom of Information Acts.

Tenderers shall 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 shall, 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' shall 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 shall 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 shall 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 is absolute discretion, or to request the Tenderer to correct the completed Pricing Submission if the Authority considers it appropriate to do so. The Authority shall 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.

Data Classification: Confidential

7. EVALUATION PROCESS

7.1 Introduction

The Authority will evaluate and rank Tenders which have not been eliminated based on an evaluation of the criteria set out below. The Authority proposes to conclude a contract with the Tenderer who has submitted the most economically advantageous Tender (i.e. the highest-ranked Tender) when assessed in accordance with the evaluation criteria. 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.

7.2 Evaluation Criteria

7.2.1 Stage 1

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

Selection Criteria	Marks Available	Minimum Required
Similar or relevant experience Details of 2 (two) examples of the tenderer's similar experiences (similar having regard to the description of the Services set out in section 3) undertaken during the last 3 (three) years. In each example the Tenderer must, where possible, identify the client involved and provide a description of the services provided to the client, highlighting the relevance to NTA. The Authority will assess all examples provided holistically and award an overall mark for the selection criteria submission. Maximum page limit: Four (4) A4 pages in total	100 Marks	60 Marks
Total Marks Available	**100 Marks**	**60 Marks**

Tenderers should note that their submission must achieve the minimum mark 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 mark for the selection criterion listed above, then that Tenderer's submission will not be taken into further consideration.

The Authority reserves the right to interview Tenderers before completing the final assessment under the selection criterion.

Tenderers who achieve the minimum mark in the selection criterion above will then have their Quality and Pricing Submissions evaluated under the award criteria in accordance with section 7.2.2.
The scores achieved under the selection criteria will not be relevant to the evaluation under the award criteria at Stage 2.

7.2.2 Stage 2

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

Award Criteria	Marks Available	Minimum Required
Quality of the Proposed Team: Tenderers will be assessed on whether proposed resources demonstrate the required experience, qualifications, and technical competencies outlined in Section 3.4.3, with CVs clearly evidencing all required skillsets. Each resource may be proposed for one role only, and any additional resources will be evaluated in order of appearance. All resources will be assessed collectively, with marks awarded based on the overall quality and relevance of experience.	450 Marks	240 Marks
Quality of the Resource Management Proposal and Approach to the Implementation/ Services Delivery: Tenderers must provide a comprehensive, integrated proposal outlining their Resource Management and Service Delivery approach to meet the full scope of services and specifications set out in Section 3 – Specifications of Service Requirements, Section 3.2 – Scope of this RFT and Schedule 1 – Services Specification of the Draft Contract. Tenderers must describe how their proposed approach will ensure effective resource management, strong governance, timely issue resolution, and high-quality delivery of all Services throughout the contract term.	150 Marks	120 Marks
Price The tender price as per Appendix 1, Pricing Submission.	400 Marks	N/A
Total Marks Available	**1000 Marks**	**N/A**

Tenderers should note that their submission 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 Tender will represent the most economically advantageous tender.

Scoring Methodology:

The scoring methodology for each of the stage 1 and stage 2 criteria is set out hereunder:

Each response provided by the Tenderer for each individual qualitative criterion will be evaluated and scored, in accordance with the Scoring Methodology Table hereunder.

Scoring Band	Score (as a % of the maximum marks available)	Explanation
5	100%	An excellent response to the criterion. The Authority has no reservations or 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. Profound reservations regarding the quality of the Tenderer's response to the criterion in question.
Individual statements in the above bands are separate and not cumulative. Scores awarded will be absolute and half marks will not be used.		

7.3 Price Assessment

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

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

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 **400** marks.

Using the weighting **400** for the Price Award Criterion, the maximum marks that can be achieved for the Tender Fee for this commission is **400 Marks**.

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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 mark for **Price** will be deemed to be the highest-ranked Tender.

8. STEPS FOLLOWING TENDER ASSESSMENT

8.1 Notification

As soon as practicable after the Authority has made a decision about the award of the Contract the Authority will notify all Tenderers of the outcome of this competition. This notification will not form the Contract or any contract or other obligation and specifically will not obligate the Authority to award or enter into the Contract.

8.2 Letter of intent

The Authority may issue to the selected Tenderer a letter of intent requiring that Tenderer to submit to the Authority any or all of the following together with any other items that the Authority deems appropriate:

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

The issuance of a letter of intent by the Authority shall not in any way constitute the award of this Contract and the Contract shall 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 time allowed, the Authority may take such steps as are considered appropriate, including (but not limited to) 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 by issuing a Letter of Acceptance in respect of such Contract at any time during tender validity period (subject to any standstill period which may be required by law).

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9. PROPOSED CONTRACT

A copy of the contract proposed to be entered into between the Authority and the successful Tenderer is attached at Appendix V. Please note the specific technical and other requirements are detailed elsewhere in this document and in addition to the conditions in the contract. The successful Tenderer will be required to enter into a contract with the Authority on the basis of the terms and conditions set out in Appendix V. The Authority shall draft and specify the final form of the contract.

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

Any issues, which a Tenderer may have with the proposed Contract, must be raised by way of Tender query prior to the closing date for receipt of queries as per section 5.2.

APPENDIX I – PRICING SUBMISSION

The Tenderer is required to complete the table below.

The Tenderer is required to complete the **"Daily Rate"** column for each of the roles set out in the table. The daily rate represents the rate per day proposed to be charged for that particular role and shall include the items listed below.

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

The Tenderer shall also complete the **"Total Cost"** column, which, for each of the roles, is the product of the daily rate and the number of days for that role.

The roles listed represent the type of staff that is considered likely to be involved in the provision of the Services under the Contract. The acceptance of any staff member at a particular grade will be subject to the approval of the Authority during the term of the Contract.

- Role 1: Digital Product Owner;
- Role 2: Business Analyst;
- Role 3: Operations Technical Support Engineer;
- Role 4: Operations Support Engineer;
- Role 5: Senior Operations Support Engineer;
- Role 6: Senior ICT Administrator;
- Role 7: Project Consultant;
- Role 8: Technical Operations Lead;
- Role 9: Data Manager;
- Role 10: Operations Support Services Technician;
- Role 11: Service Delivery Support;
- Role 12: Technical Subject Matter Expert (AVL);
- Role 13: Tech/ Operations Co-Ordinator;
- Role 14: Compliance Officer;
- Role 15: Technical Subject Matter Expert (NGT);
- Role 16: ICT Manager;
- Role 17: Junior Administrator;

The **"Total Notional Tender Fee"** in the below table represents the summation of the numerical items in the **"Total Cost"** column above the **"Total Notional Tender Fee"** row. For the purposes of this Instructions to Tenderers document, the defined term **"Tender Fee"** shall mean the **"Total Notional Tender Fee"** calculated in the below table.

Role	*Number of Days Estimated Effort Required for Duration of Initial Contract*	*Daily Rate (Ex Vat)*	*Total Cost (Ex VAT)*
1. Digital Product Owner	1008		
2. Business Analyst	1008		
3. Operations Technical Support Engineer	1008		
4. Operations Support Engineer	1008		
5. Senior Operations Support Engineer	1008		
6. Senior ICT Administrator	1008		
7. Project Consultant	1008		
8. ITS Operations Lead	1008		
9. Data Manager	1008		
10. Operations Support Services Technician	1008		
11. Service Delivery Support	1008		
12. Technical Subject Matter Expert (AVL)	1008		
13. Tech/ Operations Co-Ordinator	1008		
14. Compliance Officer	1008		
15. Technical Subject Matter Expert (NGT)	1008		
16. ICT Manager	1008		
17. Junior Administrator	1008		
TOTAL NOTIONAL TENDER FEE			

The number of days set out in the previous table is approximate only and is primarily used for evaluation purposes. It may transpire that the number of days required for the project may be more or less days than those stated.

It is important to note that for the purposes of the contract the cost per day shall be calculated as the daily rate proposed in the tenderers submission. Any changes in the number of days required will be agreed in advance, in writing, with the Authority as the project progresses.

For the avoidance of doubt the daily rates for an individual must reflect the price the Authority has to calculate with (so no additional costs, percentages etc.) and it shall include, 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 in Dublin;
- postage/telephone/fax/email costs;
- internal photocopy and printing costs;
- general overheads, and
- profit.

All prices must be in Euros exclusive of VAT.

APPENDIX II – FORM OF TENDER

National Transport Authority
Haymarket House
Smithfield
Dublin 7
D07 CF98

Re: **"Provision of Onsite Operational Resources"**

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 shall 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 shall have the meaning given to them in the Instructions.

Dated this _____ day of _____ 2026

Name of tendering entity: _____

(IN BLOCK LETTERS)

Address: _____

_____

_____

_____

Signed for and on behalf of tendering entity: _____

Name in block capitals: _____

Official capacity or authority: _____

APPENDIX III – ARTICLE 57 DECLARATION

Declaration in respect of the Grounds for Exclusion set out in Regulation Article 57 of Directive 2014/24/EU

Please note that a separate declaration must be completed by each of the following:

- *each member of the consortium or group (where the applicant is a consortium);*
- *any entity being relied upon to meet the selection criteria, as well as any subcontractors to whom the Applicant intends to subcontract a share of the contract*

and in each such case the reference to "Applicant" in the declaration below shall be read as a reference to each consortium member/entity being relied upon/subcontractor (as applicable).
****
Name of the Applicant: _____

Company registration number (if a company): _____

On behalf of the Applicant identified above (the "**Applicant**") I hereby declare that none of the circumstances specified in Directive 2014/24/EC Article 57 apply to the Applicant (save to the extent set out below). In particular, as at the date of this declaration:

1. I declare that the Applicant (or, if the Applicant is a company, any director or secretary, or any member of an administrative, management or supervisory body of the Applicant or person who has powers of representation, decision or control therein), has not been the subject of a conviction by final judgment for one or more of the following reasons (save to the extent set out below in part 4 of this declaration):
   (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
   (b) corruption, as defined in Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the law of the country in which the Applicant is established or in Irish law;
   (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
   (d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
   (e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
   (f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

2. I declare that, save to the extent set out below in part 4 of this declaration, the Applicant:

   (a) has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established and in Ireland, and
   (b) has fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established and in Ireland.

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3. I declare that, save to the extent set out below in part 4 of this declaration, the Applicant:

(a) has not violated applicable obligations in the fields of environmental, social and labour law established by EU law, Irish law, collective agreements or by the international environmental, social and labour law provisions referred to in Annex X of Directive 2014/24/EC;

(b) is not bankrupt, or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended, and it is not in any analogous situation arising from a similar procedure under national laws or regulations in this or any other jurisdiction;

(c) is not guilty of grave professional misconduct, which renders its integrity questionable;

(d) has not entered into agreements with other providers aimed at distorting competition;

(e) there is no conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;

(f) there is no distortion of competition from the prior involvement of the Applicant in the preparation of the procurement procedure;

(g) has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;

(h) has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EC;

(i) has not undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

4. To the extent that any of the circumstances described in Parts 1, 2 or 3 of this declaration apply to the Applicant (or, in respect of the circumstances set out in Part 1 of this declaration, to any director or secretary, or any member of an administrative, management or supervisory body of the Applicant or person who has powers of representation, decision or control therein), I hereby set out full details of same in this Part 4:

_____

_____

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE APPLICANT'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

SIGNATURE_____**DATE**_____

NAME_____**TEL**_____

POSITION_____**FAX**_____

VAT No_____**EMAIL**_____

APPENDIX IV – DATA PROTECTION NOTICE

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

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

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

- Name;
- Contact details;
- CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc.);
- Details of proposed role(s) and responsibilities on this contract;
- Referee details;
- 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).

APPENDIX V – DRAFT CONTRACT