



National Transport Authority
Request for Tenders for the Provision of
Camera Enforcement Subject Matter Expert (SME)

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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.

2. BACKGROUND

2.1 National Transport Authority

The National Transport Authority is a statutory non-commercial body, which operates under the aegis of the Department of Transport. It was established on foot of the Dublin Transport Authority Act 2008.

While it was originally conceived as a transport authority for the Greater Dublin Area under the 2008 Act, it was renamed the National Transport Authority in the Public Transport Regulation Act 2009 (“2009 Act”). The 2009 Act, the Taxi Regulation Acts 2013 and 2016, the Vehicle Clamping Act 2015 and various Statutory Instruments have greatly extended the Authority’s functions and geographic remit. There remain some specific additional functions in respect of infrastructure and the integration of transport and land use planning in the Greater Dublin Area, reflecting the particular public transport and traffic management needs of the Eastern region of the country comprising approximately 40% of the State’s population and economic activity.

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

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

National (including the Greater Dublin Area)

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

- Operate as the national conciliation body for electronic toll service providers.

Greater Dublin Area alone

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

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

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

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

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

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

Members of the Advisory Committee are appointed by the Minister for Transport.

2.2 Defined Terms

In these Instructions:

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;
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;
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 expected term of the contract will be **4 years**.

The initial appointment to the successful Tenderer will be the appointment of one suitably qualified individual to undertake the required services.

3.2 Scope

The Authority has been tasked to carry out camera-based enforcement initiatives that will support Action 6 of the Phase 2 Action Plan 2025-2027 of Ireland's *Government Road Safety Strategy 2021-2030*. Furthermore, the *National Safety Camera Strategy* published by the Department of Transport in April 2026 identified a partnership between the Authority, Transport Infrastructure Ireland (TII) and An Garda Síochána (AGS) as the preferred option for delivering camera enforcement going forward.

To support the Authority in the performance of its work in the delivery of Action 6, and to fulfil its role within the *National Safety Camera Strategy*, the Authority proposes to engage the services of a suitably qualified and experienced Subject Matter Expert (the “**Camera Enforcement SME**”). The Service Provider may be an individual, company, partnership or consortium. The Service Provider will be expected to identify and nominate an individual to be the Camera Enforcement SME to undertake the role required by the Authority on a part-time basis.

3.3 Specifications of Service Requirements

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.

3.3.1 Category 1: General Requirements

The Camera Enforcement SME is required to have a minimum of fifteen (15) years' experience in a senior engineering or Intelligent Transport Systems (ITS) role, including at least seven (7) years in a senior management position, and with significant, demonstrable expertise and experience in the design, implementation, testing, operation and maintenance of Intelligent Transport Systems (ITS), and particularly in camera systems and technologies for some or all of the following traffic management activities:

- CCTV traffic monitoring.
- Red light compliance monitoring and enforcement.
- Compliance with bus lane measures and enforcement.
- Speed limit monitoring and enforcement, including both average speed limit and fixed location speed limit monitoring and enforcement systems.

- Yellow box monitoring and enforcement.
- Parking management enforcement.

A more detailed description of the service requirements is outlined in Section 3.3.2 below.

3.3.2 Category 2: Specialist Services

The role of the Camera Enforcement SME will include:

- Provision of expert advice on camera-based technologies for traffic management, monitoring and enforcement to the Authority and other agencies, as required.
- The development of reports, documents and deliverables related to the subject matter.
- Participation in the drafting of legislation to support the introduction of camera-based enforcement systems.
- Participation in teams, working groups or committees that may be set up for camera-based enforcement initiatives during the Contract, within the Authority and with any other public body identified by the Authority.
- Identifying infrastructure requirements, such as communications systems, power supplies etc., and physical infrastructure requirements such as civil engineering works, ducting and chambers etc., that are required for the deployment of camera-based enforcement systems on site.
- Identifying and drafting technical requirements for the design, implementation, testing, operation and maintenance of camera-based enforcement systems and technologies that may include equipment, back-office systems and physical infrastructure.
- Identifying and advising on resourcing requirements for agencies involved in the design, implementation, testing, operation and maintenance of camera-based enforcement systems.
- Identification of priority areas for the use of camera-based enforcement technology.
- Development of a rollout strategy.
- Engaging with local authorities, An Garda Síochána (AGS) S, Transport Infrastructure Ireland (TII) and any other stakeholders that the Authority may identify.
- Performing market soundings, reviewing products and technology developments.
- Engaging in knowledge sharing sessions with the Authority and any other identified agencies.
- Development and implementation of procurement strategies.
- Drafting of tender specifications including technical inputs into pre-qualification questionnaires and requests for tender.

- Participation in the tender evaluation and award process for competitively tendered contracts.
- Technical analysis, creation and review of design documents.
- Writing technical reports, white papers and proposals as required.
- Attending and presenting at meetings with Authority staff, Government Departments, other agencies and transport operators as required; and
- Other related tasks as required by the Authority from time to time.

3.4 Other Requirements

The Camera Enforcement SME will report directly to the Head of Commercial and Technical Services within the Transport Planning and Investment Directorate. Throughout the duration of the contract, the number of days required per week may vary, but is expected to be between 3-5 days generally (excluding bank holidays and personal holidays). The maximum number of hours that will be paid by the Authority per calendar day is eight hours and the maximum number of payable hours per week is forty hours.

The Camera Enforcement SME will be on-site for all working days, other than off-site work which may be required at the NTA's discretion (such as attending off-site meetings). The Camera Enforcement SME will be provided with clerical and administrative support on-site and will be provided with phone, computer, printing and email services in addition to normal office facilities. The costs of such clerical/administrative support and office facilities will be borne directly by the NTA.

Due to the role of the Camera Enforcement SME, it will be a requirement of the Contract that the Service Provider will not without consent from the NTA, tender for any engineering consultancy contracts, supply and/or installation contracts, or any other advisory contract relating to camera-based enforcement systems that the Authority may seek to procure during the course of the Contract.

3.5 Transition

Currently, no 'Camera Enforcement Subject Matter Expert' exists at the NTA.

At the completion of the agreement (expiry), the successful consultant shall be responsible for managing any transition that may be necessary between the existing service provider and a newly appointed 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 NTA-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 NTA is unable to conclude a contract with this Tenderer, the NTA reserves the right to revert to the next highest ranked Tenderer, seriatim, and seek to conclude a contract with that Tenderer.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Overall Approach

The NTA 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 NTA 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 27th July 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 NTA.

4.4 Delivery of Tenders

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

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

The Form of Tender at Appendix II must be submitted with the Tender. This form must be completed and signed in ink or by electronic signature software by a person authorised to bind the Tenderer. The Tender 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 NTA 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 NTA does not undertake to accept any Tender and the NTA 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 NTA, 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. The tenderers Selection and Award Criteria submissions should adhere to the page limits set out in Section 7.2 Evaluation Criteria in a font no smaller than Arial 10. The NTA will not consider pages beyond the specified limit.

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

General Information:

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

Quality Submission:

Tenderers are expected to submit, in the form of a Curriculum Vitae (CV) of no more than four (4) A4 pages (with a minimum font size of 10), details of the experience and qualifications of the person proposed for the role of Camera Enforcement SME in accordance with the requirements set out in Section 3.3.1, with particular reference to their relevant experience in the design, implementation, testing, operation and maintenance of Intelligent Transport Systems (ITS), and particularly camera systems and technologies for the monitoring and enforcement of road traffic regulations.

Pricing Submission:

- Tenderers are required to set out the costs for the proposed services, 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 and the separate excel pricing document 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 NTA as soon as it becomes aware of this. The NTA 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 NTA'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 NTA 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 NTA.

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 NTA'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 NTA 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 NTA'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 NTA, the amendment and/or change, if accepted, would constitute a material amendment and/or change to the NTA's requirements.

5. INFORMATION AND COMMUNICATIONS

5.1 Amendments and/or Clarifications

If the NTA 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 NTA 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 NTA 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 NTA **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 NTA not later than the closing date for receipt of queries although the NTA 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 NTA 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 Transport Projects – Technical Advisory Services".

Queries from tenderers will be accumulated and answers, where appropriate, will be sent simultaneously to all tenderers to ensure that all tenderers have the same opportunity to respond. The NTA will, if appropriate, circulate copies of all queries submitted pursuant to this section 5, together with the NTA'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 NTA's responses thereto.

The NTA 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 NTA may, at its absolute discretion, respond to queries received after that date.

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

The NTA 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 NTA.

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 NTA 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 NTA 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 NTA shall be so advised and the reasons specified. The nature of the documentation may then be taken into account by the NTA 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 NTA as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the NTA 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 NTA, members of the Board of the NTA, members of the Government, members of the Oireachtas or employees of the NTA or their relatives must be fully disclosed in the Tender, or should be communicated to the NTA 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 NTA 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 NTA 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 NTA 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 NTA.

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 NTA has given prior written consent to the disclosure.

The NTA 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 NTA to the Receiving Party shall at all times vest in and be the absolute property of the NTA.

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

The NTA reserves the right to correct Tenderers' completed Pricing Submissions for errors and/or omissions at its absolute discretion, or to request the Tenderer to correct the completed Pricing Submission if the NTA considers it appropriate to do so. The NTA shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Submission. The NTA'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 NTA's opinion, any tendered amounts are abnormally low or abnormally high, the NTA may require the Tenderer to provide further written details of the constituent elements of such tendered amounts or any other information which the NTA 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 NTA is of the view that the tendered amounts are abnormally low or abnormally high, the NTA may reject the Tender.

6.11 Independent Enquiries

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

7. EVALUATION PROCESS

7.1 Introduction

The NTA will evaluate and rank Tenders based on an evaluation of the criteria set out below. The NTA 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 NTA is unable to conclude a contract with this Tenderer, the NTA reserves the right to revert to the next highest ranked Tenderer, *seriatim*, and seek to conclude a contract with that Tenderer.

Note, in addition to the requirement below, as per section “4.6 Tender Submission” above, the tender is to submit all items required.

7.2 Evaluation Criteria

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

	Award Criteria	Marks Available	Minimum Required
1	<u>Quality:</u>		
	The quality of the experience and qualifications of the person proposed for the role of Camera Enforcement Subject Matter Expert (SME) in accordance with the requirements set out in Section 3.3.1, with particular reference to their relevant experience in the design, implementation, testing, operation and maintenance of Intelligent Transport Systems (ITS), and particularly camera systems and technologies for the monitoring and enforcement of road traffic regulations. Maximum page limit, 4 pages (A4)	60 marks	36 marks
2.	Price:		
	The tender price as per Appendix I, Pricing Submission	40 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 NTA 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.

The following scoring matrix table will be used for the assessment of the Quality Award Criteria. The professional judgement of the evaluators shall be used to determine which of the relevant bands the response shall fall into.

Scoring Band	Score (as a % of the maximum marks available)	Interpretation
10	100%	Exceptional level of relevant information which exceeds expectations. Response is completely robust and provides almost total confidence that stated outcomes will be delivered. Overall response exceeds expectations.
9	90%	Excellent level of relevant information with no information missing. Excellent level of confidence in the robustness of the response with no reservations. Excellent prospect of delivering on stated outcomes with no reservations. Overall excellent response which gives no cause for concern.
8	80%	Excellent level of relevant information with very little information missing. Excellent level of confidence in the robustness of the response with very few reservations. Excellent chance of delivering stated outputs with very few reservations. Overall excellent response which gives very little cause for concern.
7	70%	Very good level of relevant information provided with little information missing. Very good level of confidence in the robustness of the response with few reservations. Very good chance of delivering the required outputs with few reservations. Overall a very good response which gives little cause for concern.
6	60%	Good level of relevant information provided with little information missing. Good level of confidence in the robustness of the response. Should deliver the required outputs but some reservations. Overall a good response but still raises concerns.
5	50%	Satisfactory level of relevant information provided. Reasonable level of confidence in the robustness of the response. May deliver the required outputs but some reservations. Overall a reasonable response but which raises some concerns.
4	40%	Poor information provided below level expected. Some confidence in the robustness of the response. Has some chance of delivering the required outputs. Overall a poor response which raises some concerns.
3	30%	Very poor response with little relevant information provided. Little confidence in the robustness of the response. Has little prospect of delivering the required outputs. Overall a very poor response which raises concerns.
2	20%	Unsatisfactory response with no relevant information provided. Very little confidence in the robustness of the response. Has very little prospect of delivering the required outputs. Overall an unsatisfactory response which causes significant degree of concern.

1	10%	Unsatisfactory response with no relevant information provided. No confidence in the robustness of the response. Has almost no prospect of delivering the required outputs. Overall a highly unsatisfactory response which causes very significant degree of concern.
0	0%	No relevant information provided. No confidence of delivering the required outputs. Overall unacceptable response which causes unacceptable degree of concern.
Individual statements in the above bands are separate and not cumulative		

7.3 Price Assessment

The tenderer is required to complete the pricing document (excel file) as included in the tender pack. The pricing document is to accompany the tender submission.

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

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

Where:

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

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

7.4 Clarifications

The NTA may seek clarification or further information or both from one or more of the Tenderers. The NTA may meet with one or more Tenderers for these purposes. The NTA 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 NTA has made a decision about the award of the Contract the NTA 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 NTA to award or enter into the Contract.

8.2 Letter of intent

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

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

The issuance of a letter of intent by the NTA 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 NTA or the formal execution of the Contract by the NTA 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 NTA 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 NTA 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).

9. PROPOSED CONTRACT

A copy of the contract proposed to be entered into between the NTA 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 NTA on the basis of the terms and conditions set out in Appendix V. The NTA 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 NTA.

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.

Professional Indemnity Insurance Note

The minimum level of Professional Indemnity Insurance required is €1,500,000 and to be held for the duration of the service period.

APPENDIX I – PRICING SUBMISSION

1. General

- 1.1 The Tenderer is required to complete the summary Table A below.
- 1.2 All rates stated in this Tender Price Schedule shall be exclusive of VAT (if applicable).
- 1.3 Tenderers may not make any other alterations or amendments to this Tender Price Schedule.
- 1.4 Failure to complete the Tender Pricing Schedule in full may result in a Tenderer being excluded from consideration.
- 1.5 The grade/qualification of staff requirements include;
 - a) **Grade 1:** 15+ years' experience (including a minimum of 7 years in a senior management role)
 - b) NFQ level 6 trade or professional qualification, or equivalent, in a relevant discipline (engineering, electrical, ICT, construction)

The acceptance of any staff member at a particular grade will be subject to the approval of the NTA during the Contract period.

- 1.6 Hourly & Daily Rates - The number of hours/days set out in the 'Notional Hours/Days in table A' 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 services to be provided. The purpose of the rates per professional / grade is to be used in the event variations that arise for additional services (scope) not included in the tender, the rates for each professional / grade shall be applied. Tenderers are to refer to Appendix A for the requirements for each professional / grades
- 1.7 Hourly rates adjustments - Fixed for two years from the date of this Agreement and thereafter shall be subject to annual adjustment on each anniversary of the date of this Agreement, in line with the Index published by the Central Statistics Office, Consumer Price Index (CPI Inflation Calculator) (or any successor or replacement thereto from time to time) between the date of this Agreement and the date of the adjustment (in the case of the first adjustment) and between the date of the first adjustment and the date of the following adjustment (in the case of subsequent adjustments).
- 1.8 Daily rates adjustments - Fixed for two years from the date of this Agreement and thereafter shall be subject to annual adjustment on each anniversary of the date of this Agreement, in line with the Index published by the Central Statistics Office, Consumer Price Index (CPI Inflation Calculator) (or any successor or replacement thereto from time to time) between the date of this Agreement and the date of the adjustment (in the case of the first adjustment) and between the date of the first

adjustment and the date of the following adjustment (in the case of subsequent adjustments).

- 1.9 The hourly rate shall apply where personnel are required to work at locations other than the Authority's offices for less than a full day. A daily rate and hourly rate may not be charged in respect of the same time period.
- 1.10 The maximum number of hours that may be charged in any one day is eight (8) hours (within Irish time of 9am start to 6pm finish). No additional payments for overtime working will be made.

For the avoidance of doubt the hourly/daily rates for an individual shall include, without limitation, such items as (All prices must be in Euros exclusive of VAT):

- salary payments inclusive of all pay related items;
- office overheads;
- insurance;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements for attendance at meetings in Dublin;
- general overheads, and
- profit.

Note, travel/subsistence outside of Dublin will be as per the Civil Service rates and payable on approval by the Head of Commercial and Technical Services within the Transport Planning and Investment Directorate.

2. **Tender Fee Table**

2.1 The Total Tender Fee in Table A below is a notional price for tender evaluation purposes only and Tenderers should not take it as an indication of the likely requirements. Actual charges will reflect the number of hours and/or days provided based on the rates provided in the tables.

2.2 The Total Tender Fee shall be the figure derived from the summation of the two notional fees from table A below

2.3 *Table A: Tender Fee Table*

Grade	Grade Description	Qty	Unit	Rate € (Ex VAT)	Notional Total Cost € (Ex VAT)
Grade 1	Camera Enforcement Subject Matter Expert	576	Days		
Grade 1	Camera Enforcement Subject Matter Expert	120	Hours		

APPENDIX II – FORM OF TENDER

National Transport Authority
Haymarket House
Smithfield
Dublin 7
D07 CF98

Provision of Camera Enforcement Subject Matter Expert

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:

In the presence of:

Signature of
witness:

Name of witness in
block capitals:

Witness occupation:

Witness address:

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.
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; and
- Any other data provided by you as part of your submission.

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

- Your organisation;
- Other members of your consortium; and
- Referees.

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

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

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

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

Any data subjects in respect of which we hold or process personal data have rights in relation to their personal data, including the right to request access to their data and, in certain

circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.

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

APPENDIX V – DRAFT CONTRACT