



National Transport Authority

Request for Tenders

Provision of Insurance Brokerage, Placement and Advisory Services BusConnects Dublin (Tranche 2)

National Transport Authority

Haymarket House

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D07 CF98

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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 (“NTA”). In no circumstances shall NTA, 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 NTA 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. NTA 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 NTA 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. NTA 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 NTA in relation to the award of the contract for the Services (the “Contract”). NTA 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 NTA 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 NTA unless and until the Contract has been formally executed in writing by NTA 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. NTA shall not be obliged to appoint any of the Tenderers to undertake the Services and NTA 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 NTA, 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 NTA’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.

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

National (including the Greater Dublin Area)

- Provide bus infrastructure and fleet and cycling facilities and schemes;
- 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;
- Develop and implement a single public transport brand;
- Develop and maintain a regulatory framework for the control and operation of small public service vehicles 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; 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 NTA 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.

NTA 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 NTA, 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.

2.2 Defined Terms

In these Instructions:

Contract	Means the contract to be entered into between the successful Tenderer and NTA
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 **Provision of Insurance Brokerage, Placement and Advisory Services BusConnects Dublin (2)** contract will be until successful completion of the Services.

The BusConnects Dublin Core Bus Corridors project involves the development of on-going bus priority infrastructure, as well as improved pedestrian and cycling facilities on key corridors across the Dublin region. Its objective is to increase the capacity of the public bus system by improving the speeds, reliability and punctuality of buses by providing bus lanes and other measures to prioritise the movement of buses over general traffic movements and to increase cycling capacity through the provision of safe cycle infrastructure, where feasible separated from general traffic. The project includes the construction of approximately 230km of designated bus lanes and 200km of cycle tracks in 12 separate Schemes across five local authority areas. Full detail can be accessed at the following link: <https://busconnects.ie/cities/dublin/core-bus-corridors>

The 12 separate Schemes are, in alphabetical order:

- Ballymun/Finglas to City Centre – construction underway
- Belfield/Blackrock to City Centre
- Blanchardstown to City Centre
- Bray to City Centre
- Clongriffin to City Centre – procurement of main construction contractor to be commenced shortly
- Liffey Valley to City Centre – construction underway
- Lucan to City Centre
- Ringsend to City Centre
- Swords to City Centre
- Tallaght/Clondalkin to City Centre
- Templeogue/Rathfarnham to City Centre

NTA anticipates that in the next Scheme, the Clongriffin to City Centre Core Bus Corridor, construction contracts will be awarded in the first half of 2027. Up to a further three insurance programme placement / advisory requirements are expected to commence during the term of this Provision of Insurance Brokerage, Placement and Advisory Services BusConnects Dublin (Tranche 2) contract,

together with possible ancillary services for associated NTA infrastructure projects during the first four years of any contract signed under this procurement.

The *Environmental Impact Assessment Report (EIAR)* for the **Clongriffin to City Centre Core Bus Corridor Scheme**, at [Chapter 5; Construction](#), describes the construction phasing and programme as well as the construction activities necessary to undertake the works, including information on construction compounds, construction plant and equipment. Chapter 5 includes the following information:

- An overview of how the Proposed Scheme has been divided into sections is presented in Section 5.2;
- An overview of the construction activities proposed at each section along the Proposed Scheme (i.e., a description of what is proposed to be constructed) is presented in Section 5.3;
- A programme for the Proposed Scheme (i.e., when the sections will be constructed) is presented in Section 5.4;
- A general description of the construction methodology to be carried out at each section (i.e., how the Proposed Scheme will be built) is presented in Section 5.5;
- Information on the plant and equipment (i.e., what machinery will be used to construct the Proposed Scheme) is presented in Section 5.6;
- Information on the Construction Compound is presented in Section 5.7;
- The temporary traffic management measures, including the staging measures to be carried out (i.e., how the vehicles, cyclists and pedestrians will be impacted and safely catered for, during the works) are presented in Section 5.8; and
- Infrastructure projects and developments which are expected to interface with the construction of the Proposed Scheme are referenced in Section 5.9.

This is an **important document** for Tenderers to review to understand the first Scheme to be commenced during the term of this contract and anticipate the likely services required in this regard. This can be accessed at the link above or online here: <https://clongriffinscheme.ie/wp-content/uploads/sites/2/2022/03/Ch.-05-Construction.pdf>

The EIAR follows the same format for all BusConnects Schemes, and all can be located on the [BusConnects website](#). A decision as to the order of the next Schemes to be commenced is awaited following the 2026 publication of the revision of the National Development Plan.

BusConnects construction and network redesign projects will also be undertaken in the cities of Limerick, Galway and Waterford over the next number of years, with Cork already well advanced in its public consultations and development.

3.2 Scope

NTA requires the provision of insurance brokerage and advisory services for roads, bridges, active travel and ancillary matters associated with infrastructure projects to be delivered under the NEC4 Engineering and Construction Contract (ECC) Option C – Target Cost Contract for BusConnects, together with other insurance and sureties advice and reviews as same may arise. Under NEC4 Option C, risk is shared between the Client and Contractor, with compensation events and target cost mechanisms influencing exposure. The Broker shall ensure that insurance arrangements align with NEC4 principles of risk allocation, collaboration, and proactive management.

NTA requires a full range of construction and property related insurance and surety advice and services, including but not limited to, strategic Client / Owner Controlled Insurance Policy (OCIP) procurement/placement services and standalone covers, together with associated risk assessment and risk management, NEC4 ECC X and Z clause drafting, review and revision, insurance and claims/litigation advisory and management services, for the upcoming BusConnects Core Bus Corridor Schemes, namely Clongriffin Core Bus Corridor to City Centre Scheme and up to three further projects, together with ancillary services for BusConnects and potentially other NTA infrastructure projects requirements as same may arise during the first four years of any contract signed under this procurement.

The first Provision of Insurance Brokerage, Placement and Advisory Services BusConnects Dublin contract procurement was completed in 2025 and covered only the first two of the 12 BusConnects Schemes, being the Liffey Valley to City Centre Core Bus Corridor and the Ballymun Finglas to City Centre Core Bus Corridor.

3.3 Specifications of Service

The Broker shall provide, at a minimum, the following services:

1. Risk Advisory and Strategy

- Undertake a comprehensive risk assessment of each project, including construction, operational, environmental, and third-party risks.
- Develop an insurance strategy aligned with NTA's risk appetite.
- Advise on appropriate risk transfer mechanisms and limits of indemnity.
- Provide benchmarking against market practice and comparable infrastructure projects.

2. Insurance Programme Design

- Design a bespoke insurance programme tailored to each project.

- Recommend appropriate covers, including but not limited to:
 - Contractors All Risks (CAR) / Construction All Risks
 - Delay in Start-Up (DSU) (if applicable)
 - Public / Third-Party Liability
 - Non-negligent Liability
 - Environmental Impairment Liability
- Specify appropriate policy limits, deductibles, extensions, and exclusions.
- Ensure alignment with contractual requirements (e.g. NEC4 ECC Option C contracts)
- Draft and review NEC4 ECC Option C contract wordings in relation to insurances and indemnities.

3. Procurement and Placement of Insurance

- Conduct a competitive insurance market exercise in accordance with principles of transparency and best value.
- Prepare underwriting submissions and present the risk to insurers.
- Negotiate terms, conditions, and pricing on behalf of NTA.
- Provide a placement report detailing:
 - Insurers approached
 - Insurers participating
 - Terms and premiums quoted at each layer
 - Comparative analysis and evaluation rationale
 - Recommendation with justification (value for money and risk coverage)

4. Policy Administration

- Arrange and issue policy documentation in a timely manner.
- Ensure accuracy and completeness of all policy wordings.
- Maintain comprehensive records of all policies and endorsements.
- Provide certificates/evidence of insurance with indemnities to principals/specific indemnities/insureds within two working days of NTA request.
- Monitor renewal dates and manage each renewal process.
- Draft and review with NTA and Insurers protocols for the provision of insurance and risk services.
- Adjust cover in line with:
 - Project scope changes
 - Inflation
 - Contract variations

5. Claims Management

- Provide end-to-end claims support, including:
 - Notification to insurers
 - Claims administration
 - Coordination of loss adjusters
 - Claims tracking and reporting to NTA
- Advocate in consultation with NTA to achieve timely and fair settlement.
- Facilitate meetings and contact with Insurers to collaboratively draft and review with NTA protocols for the management of claims, accident investigation and reporting.
- Provide regular claims reports, including trend analysis and recommendations.

6. Contract and Stakeholder Support

- Draft, review and advise on insurance provisions in construction and service contracts.
- Liaise with contractors, consultants, and insurers to ensure compliance with insurance obligations.
- Review contractor insurance submissions for adequacy and compliance.
- Review surety submissions for adequacy and compliance.

7. Reporting and Governance

- Provide regular reports to NTA, including:
 - Insurance programme status
 - Market conditions and developments
 - Claims experience
- Attend governance meetings as required but, at a minimum, every two months.
- Maintain audit-ready records in line with public sector requirements.

8. Deliverables

The successful Broker shall provide for each infrastructure project (as required):

- Insurance Strategy Report
- Insurance Programme Design Document
- Market Placement Report
- Policy Documentation and Certificates
- Claims Reports (monthly and ad hoc as required)
- Annual Review Reports
- Renewal Reports as and when required

9. Duration and Continuity

- The services shall be provided for the full duration of the relevant Schemes, including the defects liability periods.
- The Broker shall ensure continuity of service and knowledge transfer throughout the contract term.

10. Optional Services (if required)

The successful Broker may be required to provide additional services, including:

- Specialist risk modelling
- Specialist transport infrastructure risk advice
- Advice on self-insurance or captives, etc.
- Review and advise on projects where NTA is the Sponsoring Agency or the Approving Authority
- Catastrophe modelling and scenario analysis
- Training for NTA staff

All records must:

- be maintained in a manner suitable for audit or inspection by
 - Comptroller and Auditor General
 - NTA Internal or External auditors
 - Central Bank of Ireland
- Comply with:
 - GDPR
 - Data Protection Acts
 - Freedom of Information Act 2014
- Be securely stored and accessible for statutory requests.

3.4 Other Requirements

NOT USED

3.5 Commissioning Work

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

3.6 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, NTA may at its discretion award the contract to the company submitting the most economically advantageous tender. NTA 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. NTA 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 NTA is unable to conclude a contract with this Tenderer, 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

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 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 28th September 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 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. 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.

NTA does not undertake to accept any Tender and 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 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. Tenderers should be precise and succinct in their submissions and shall be kept to a maximum of 12 A4 pages in length in a font no smaller than Arial 10. NTA will not consider pages beyond the specified limit. 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.

Selection Criteria

- Details of similar experience (similar having regard to the description of the Services set out in section 3) undertaken during the last five (5) years. In each example Tenderers must, where possible, identify the client involved and provide a brief description of the services provided to the client.

Award Criteria

Relevant experience:

Tenderers must specify the proposed team for this contract. Tenderers must provide a narrative and accompanying organogram which describes, with reference to NEC4 and infrastructure project experience:

- the collective suitability of the proposed resources;
- the proposed resource allocation; and
- the proposed approach to ensuring management accountability.

To assign marks under this criterion, the following factors will be evaluated noting factors specific to NEC4 and infrastructure project experience and skills:

- the specific relevant experience and qualifications of each member of the team proposed to undertake the Services (maximum one A4 page per member proposed);
- the balance of skills (including level of involvement) of the team for the purpose of undertaking the Services. Where two individuals have been proposed for a single grade/level, the average experience and qualifications of the individuals will be evaluated; and
- the proposed approach to ensuring management accountability.
- The proposed methodological approach for ensuring satisfactory completion of each service category:
 - policy procurement, including an indicative timeline and brief task outline using placement of third-party liability insurance for the Clongriffin to City Centre CBC Scheme as the example;
 - NEC4 ECC Option C contract insurance requirements review including a timeline and brief task outline;
 - claims management and tracking, including a timeline and brief task outline; and
 - site specific risk management advice provision including a timeline and brief task outline.
- Proposed Management Approach: Tenderers must outline their proposed approach to:
 - Review Meetings – including audience, agenda, frequency, reporting;
 - Query Management – tracking, response time, response quality (including review and

- escalation); and
- Relationship Management – including proposed value add to NTA.

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 European Single Procurement Document

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

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

Tenderers shall note that most of the questions in this ITT require a substantive response. Where the ITT requires a substantive response it shall not suffice for a Tenderer to purport to respond to such question by way of ESPD.

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

4.8 Validation of Tenders

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

4.9 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.

4.10 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer in a Tender was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform NTA as soon as it becomes aware of this. 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 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,

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 NTA.

4.11 Non-compliant Tenders

Tenders must not be qualified in any way but must be submitted in accordance with these Instructions. Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. 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, 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 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 NTA'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 NTA, the amendment and/or change, if accepted, would constitute a material amendment and/or change to NTA's requirements.

5. INFORMATION AND COMMUNICATIONS

5.1 Amendments and/or Clarifications

If 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 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, 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 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 NTA not later than the closing date for receipt of queries although 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 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 Insurance Brokerage, Placement and Advisory Services - BusConnects Dublin (2)"**

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. NTA will, if appropriate, circulate copies of all queries submitted pursuant to this section 5, together with 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 NTA's responses thereto.

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

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

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 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 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

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, NTA shall be so advised and the reasons specified. The nature of the documentation may then be taken into account by 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 NTA as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, 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 NTA, members of the Board of NTA, members of the Government, members of the Oireachtas or employees

of NTA or their relatives must be fully disclosed in the Tender, or should be communicated to 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 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 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 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 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 NTA has given prior written consent to the disclosure.

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

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

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 NTA considers it appropriate to do so. NTA shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Submission. 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 NTA's opinion, any tendered amounts are abnormally low or abnormally high, NTA may require the Tenderer to provide further written details of the constituent elements of such tendered amounts or any other information which 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, NTA is of the view that the tendered

amounts are abnormally low or abnormally high, NTA may reject the Tender.

6.11 Independent Enquiries

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

NTA reserves the right to exclude any Tenderer from the competition should 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

NTA will evaluate and rank Tenders which have not been eliminated based on an evaluation of the criteria set out below. 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 NTA is unable to conclude a contract with this Tenderer, NTA 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
Relevant similar experience: Details of three (3) similar contracts undertaken during the last five (5) years.	100	60

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 for any of the selection criteria listed above, then that Tenderer's submission will not be taken into further consideration.

NTA reserves the right to interview Tenderers before completing the final assessment under the selection criteria.

Tenderers who achieve the minimum mark in the selection criteria above will progress to Stage 2 of the evaluation and be evaluated under the award criteria in accordance with section 6.2.2.

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 NTA to assess the most economically advantageous Tender will be:

Award Criteria	Marks Available	Minimum Required
Proposed Team: Tenderers must specify the proposed team for this contract with reference to the roles outlined in Appendix I, table C & D. Tenderers must provide a narrative and accompanying organogram which describes, with reference to NEC4 and infrastructure project experience: - the suitability of the proposed resources; - the proposed resource allocation; and - the proposed approach to ensuring management accountability. To assign marks under this criterion, the following factors will be evaluated noting factors specific to NEC4 and infrastructure project experience and skills: - the specific relevant experience and qualifications of each member of the team proposed to undertake the Services	20	12

(maximum one A4 page per member proposed); - the balance of skills (including level of involvement) of the team for the purpose of undertaking the Services. Where two individuals have been proposed for a single grade/level, the average experience and qualifications of the individuals will be evaluated; and - the proposed approach to ensuring management accountability.		
Proposed Methodological Approach: The proposed methodological approach for ensuring satisfactory completion of each service category: - policy procurement, including an indicative timeline and brief task outline using placement of third-party liability insurance for the Clongriffin to City Centre CBC Scheme as the example; - NEC4 ECC Option C contract insurance requirements drafting and review including a timeline and brief task outline; - claims management and tracking, including a timeline and brief task outline; and - site specific risk management advice provision.	20	12
Proposed Management Approach: Tenderers must outline their proposed approach to: - Review Meetings – including audience, agenda, frequency, reporting; - Query Management – tracking, response time, response quality (including review and escalation); and Relationship Management – including proposed value add to NTA.	20	12
The tender price as per APPENDIX I –, Pricing Submission	40	n/a
Total Marks	100	

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.

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.

7.2.3 Scoring Methodology

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

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 or sub-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 or sub-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 or sub-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 or sub-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 or sub-criterion in question.
0	0%	No response. Profound reservations regarding the quality of the Tenderer's response to the criterion or sub-criterion in question.
Individual statements in the above bands are separate and not cumulative		

7.3 Price Assessment

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

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

Where:

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

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

7.4 Clarifications

NTA may seek clarification or further information or both from one or more of the Tenderers. NTA may meet with one or more Tenderers for these purposes. 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 ***proposed team*** will be deemed to be the highest-ranked Tender.

8. STEPS FOLLOWING TENDER ASSESSMENT

8.1 Notification

As soon as practicable after NTA has made a decision about the award of the Contract 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 NTA to award or enter into the Contract.

8.2 Letter of intent

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

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

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

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 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 NTA on the basis of the terms and conditions set out in Appendix V. 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 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.

APPENDIX I – PRICING SUBMISSION

Tenderers are required to complete the tables below.

The total cost in the 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.

TABLE A: TENDER FEE TABLE

The Tender Fee shall be the figure derived from the summation of the three Category Fees set out in Tables B and C, as set out in the Tender Fee Table below:

<i>Tender Fee Table</i>	<i>Cost (excl. VAT)</i> €
Table B - Insurance Placement and policy administration	
Table C - Hourly Rates	
TOTAL NOTIONAL TENDER FEE	

TABLE B: Insurance Placement and policy administration Fees

Tenderers are requested to submit a fixed fee, net of commissions and brokerage fees, in respect of the placement and administration of insurance, as set out in the Specifications of Service (3.3. above), for the Clongriffin to City Centre Core Bus Corridor Scheme using a nominal liability limit of €25 million for each Public liability and Environmental Impairment Liability, and a nominal works sum insured of €75 million:

<i>Insurance Placement and policy administration for:</i>	<i>Fixed fee net of commissions and brokerage and third-party payments</i>
Clongriffin to City Centre Core Bus Corridor Scheme	€

Note: NTA shall reserve the right not to proceed with any policy or to insist on the Adviser obtaining more quotes should it be deemed necessary to do so in its absolute discretion. All policies procured shall be subject to approval by NTA.

TABLE C: HOURLY RATES

In respect of all other Services in the Specifications of Service (3.3. above), Tenderers must quote

hourly/daily rates. Tenderers must quote for the six grades of personnel (or equivalents) who they are putting forward to provide any such Services in accordance with the evaluation table below. (Tenderers should note that they may not adjust the format of the evaluation table.)

Evaluation of hourly rates will be based on the following table:

Staff Grade Description	Notional Number of Hours	Hourly Rate ex VAT	Total
Director/Client Relationship Manager	10	€	€
Associate Director/Account Manager	20	€	€
Account Executive	30	€	€
Claims Manager	20	€	€
Claims Executive	30	€	€
Surety Expert	10	€	€
TABLE C – NOTIONAL FEE (notional number of hours x hourly rate)			€

Note: NTA shall reserve the right to request **fixed fees** for certain Services, including but not limited to *Insurance Placement and policy administration*, net of commissions and brokerage and third-party payments, from time to time during the term of the Contract should NTA deem it expedient to do so in its absolute discretion.

APPENDIX II – FORM OF TENDER

National Transport Authority
Haymarket House
Smithfield
Dublin 7
D07 CF98

Provision of Insurance Brokerage, Placement and Advisory Services BusConnects Dublin (Tranche 2)

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 NTA 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 NTA 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 NTA 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 NTA. 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