



National Transport Authority

Request for Tenders for

The Provision of Traffic Surveys and Vehicle Occupancy Surveys on the M50 Cordon

and

Establishment of a Multi-Supplier Framework Agreement for Traffic & Transport Survey Resources for transport related projects funded by the National Transport Authority

*National Transport Authority
Haymarket House
Smithfield
Dublin 7
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 wishing to submit Tenders in this competition for the award of framework agreements for inclusion on a traffic surveys & vehicle occupancy Framework described herein for projects funded by the National Transport Authority to be provided to the Clients, being any of the following:

- National Transport Authority (the ‘Authority’);
- Dublin City Council;
- Dún Laoghaire/ Rathdown County Council;
- Fingal County Council;
- Kildare County Council;
- Meath County Council;
- South Dublin County Council;
- Wicklow County Council;
- Cork City Council;
- Cork County Council;
- Limerick City and County Council;
- Waterford City and County Council;
- Galway City Council;
- Carlow County Council;
- Cavan County Council;
- Clare County Council;
- Donegal County Council;
- Galway County Council;
- Kerry County Council;
- Kilkenny County Council;
- Laois County Council;
- Leitrim County Council
- Longford County Council;
- Louth County Council;
- Mayo County Council;
- Monaghan County Council;
- Offaly County Council;
- Roscommon County Council;
- Sligo County Council;
- Tipperary County Council;
- Westmeath County Council;
- Wexford County Council; and
- National Road Authority, T/A as Transport Infrastructure Ireland;

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

In no circumstances shall any Client, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of these 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. Neither the Authority nor any Client is 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 any Client nor any of their 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 any Client nor any of their 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. Neither the Authority nor any Client shall 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. Originally conceived as a transport authority for the Greater Dublin Area under the 2008 Act, it was renamed the National Transport Authority in the Public Transport Regulation Act 2009. The 2009 Act, the Taxi Regulation Act 2013 and 2016, the Vehicle Clamping Act 2015 and various statutory instruments have greatly extended the Authority's functions and geographic remit.

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

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;
- Regulate the clamping of vehicles in statutory and non-statutory clamping places;
- Prepare statutory submissions on Regional Planning Guidelines;
- Collect statistical data and information on transport;
- Enforce EU passenger rights in rail, maritime and bus and coach transport;
- Validate EU authorisations and journey forms in relation to bus and coach travel in accordance with EU Regulation No. 1073/2009; and
- Operate as the national conciliation body for electronic toll service providers.

Greater Dublin Area alone

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

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

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

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

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

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

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

2.2 Defined Terms

In these Instructions:

Call-off Competition	Means a tender competition conducted in accordance with the rules set out in the Framework Agreement;
Client	Means any party listed in Section 1.1
Contract	Means the contract to be entered into between the successful Tenderer and the Authority for the initial M50 Cordon;
Draft Call Off Contract	Means the form of contract included in Appendix B accompanying these Instructions which is subject to completion with details of relevant parties and Tender information;
Form of Tender	Means the form of tender, inclusive of its appendices, attached as Schedule 1 to these Instructions;
Framework Agreement	Means the Framework Agreement to be entered into between the successful Tenderer(s) and the Authority;
Framework Member	Means a successful Tenderer who has been awarded a Framework Agreement following the evaluation of Tenders:
Pricing Submission	Means the submission being made by the Tenderer in respect of its costs to provide the services
Quality Submission	Means the non-price submission being made by the Tenderer in respect of its proposals to provide the services (comprising the Tenderer's response in relation to the suitability & award);
Services	Means the services to be performed under the Contract and/or Framework Agreement;
Tender	Means the tender submitted by the Tenderer in response to these Instructions;
Tender Fee	Means the Total Tender Fee as set out in Appendix 2 of the Form of Tender (subject to

Section 6.10 of these Instructions);

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 Introduction

The objective of this competition is to establish a framework of suitable qualified service providers who will be available, upon request, to tender for certain transport related traffic surveys & vehicle occupancy services.

The Authority also intends to award an initial contract for the Provision of Traffic Surveys and Vehicle Occupancy Surveys on the M50 Cordon in the form set out in Appendix 9 the “**M50 Cordon Scope of Services**”.

Any contracts for individual projects/requirements on foot of the Framework Agreement (“Call Off Contracts”) shall be on the basis of the form of Call-Off Contract in Appendix B and shall be between the Authority or a Client, and the framework participant who has been selected for the Call-Off Contract in accordance with the Framework Rules.

Applicants are directed to the call-off rules contained in the Framework Agreement for further information in this regard. The list of service elements forming the services are indicative only, are not exhaustive and are subject to change.

Details of the types of traffic surveys/vehicle occupancy services that may be required under this Framework are set out in Section 3.3 below.

Nothing in these Instructions or in any subsequent Framework Agreement shall require any Client to use this Framework Agreement to obtain surveys/vehicle occupancy services and each Client shall be entitled to procure surveys/vehicle occupancy services through alternative contracts or alternative arrangements at its sole discretion.

In addition, nothing in these Instructions or in any subsequent Framework Agreement shall prevent the Authority or any Client from establishing another framework agreement (or agreements) for the same or similar services and from procuring transport modelling services through such other framework agreement, or agreements, at the sole discretion of the relevant Client.

3.2 Specification of Service Requirements for M50 Cordon Services

M50 Cordon Services are detailed in Appendix 9 “M50 Cordon Scope of Services”

3.2.1 Survey Delivery Format

The data must be delivered in accordance with the NTA streamlined dataset formats specified by the Authority in Appendix 4 to 8 with one excel file per location.

It is not permissible to include more than one survey site per excel file.

Multiple tabs should not be used to include more than one site per excel file.

Each template should also include the specific reference number included in Appendix 4 to 8, grid co-ordinates in easting/northing format and GPS co-ordinates in latitude/longitude format.

The acquisition of the data at specified locations will be used to enhance an existing database that has been streamlined into a specific format. This format is reflected by the format of templates in Appendix 4 to 8. Consequently, it is imperative that these templates are followed to facilitate seamless integration with the existing database. The Authority Specifications can be accessed in Appendix 4 to 8.

In addition, a copy of surveys captured by video should be supplied in digital format when requested by the Authority and subject to adhering to the data protection requirements in section

3.2.3.

Additionally, data will be provided to the Authority in a user-friendly format for ease of data review; use of an online system to facilitate is preferable but not a necessity. Dependent on the format proposed the Authority may, at its discretion, waive some of the above formatting requirements.

All data is to be supplied to the Authority in electronic format, unless otherwise agreed.

3.2.2 Survey Reports

Typically (subject to each clients requirements), the successful Tenderer must prepare a report covering the following aspects of data collections:

- Background / introduction of surveys;
- Details of each survey with site location, survey dates/day, vehicle categories, comments for any hindrance;
- Details of the methodology adopted for data analysis;
- Summary tables for the broad data analysis such as journey time data analysis;
- Figures with locations and direction of movement with names;
- Site notes and photographs; and
- Any other issues relation to data collection.

The successful Tenderer (typically) must also supply a report with an analysis of the data provided including:

- Vehicle Occupancy Statistics (per site, per time period and per occupancy);
- Total Vehicle Flows Inbound and Outbound for all Automatic Traffic Counts (ATC) (required to also be analysed by site and time period);
- Total Vehicle Flows inbound and outbound of each arm of each junction (per site, per time period); and
- Further information on required data analysis will be provided.

Photographic evidence of the arrangement of traffic survey apparatus at each specified location will be required in each survey's location report. Photographic evidence must be included in the dataset templates for JTC, PED and ATC in the facilitated locations. In the case of ATC counts, photographic evidence must be given of the pneumatic tubes on site, with the correct measurement device also shown in the photograph. These photographs must be submitted to the Authority on the first day of surveying for approval. This is a quality assurance measure.

The format of the report should follow that of Appendix 4 to 8.

3.2.3 Data Protection

In compliance with Data Protection Law and in relation to all relevant data held in its possession, the Authority shall act as a “Data Controller” and the successful Tenderer shall act as a ‘Data Processor’.

For works arising from any subsequent call-off contract (under the Framework Agreement) the Client will replace the Authority as a “Data Controller”.

The successful Tenderer shall ensure that data is secured at all times during the collection, processing, transfer, and storage of data. All data must be handled in accordance with Data Protection Law.

The successful Tenderer shall (and shall procure that all of its staff and any third-party providing services on its behalf) comply with Data Protection Law in carrying out the services.

It is strongly recommended that the successful Tenderer utilises survey techniques that avoid capturing personal data and produce anonymised data at source. If this is not possible the successful Tenderer shall anonymise the data as soon as possible. Otherwise, the successful Tenderer shall ensure that they comply with these data protection requirements.

The Contract will require the data detailed under Section 3.2 above to be collected and processed on behalf of the Authority. Where the successful Tenderer is processing personal data, they shall:

- Provide appropriate signage at all locations where personal data will be collected in the necessary undertaking of the services to inform the public they are being recorded, the purpose and planned duration of the survey and contact details for any queries (to be agreed with the Authority);
- Process the personal data only in accordance with any requirements specified herein or as otherwise notified by the Authority;
- Process the personal data only to the extent, and in such a manner as is necessary for the provision of the successful Tenderer’s obligations under the Contract;
- Implement appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- At the Authority’s request, the successful Tenderer shall make all documentation regarding compliance with Data Protection Law available within 10 days of such a request;
- Take reasonable steps to ensure the reliability of its employees and agents who may have access to personal data and use all reasonable endeavors to ensure that such persons have sufficient skills and are appropriately trained in data protection;
- Not cause or permit the personal data to be transferred outside the European Economic Area without the prior written consent of the Authority;

- Not disclose the personal data to any third parties in any circumstances other than with the written consent of the Authority or in compliance with a legal obligation imposed upon the Authority;
- Provide assistance, as necessary, to allow the Authority to respond to any data subjects exercising their rights, in a timely manner;
- Notify the Authority within five working days if it receives a complaint or request relating to the Authority's obligations under Data Protection Law;
- Do not engage in any sub-processor agreements without the Authority's approval;
- Ensure any sub-processor agreements reflect the Authority's data protection requirements within this document and ensure no liability for non-compliance is carried by the Authority;
- When the services are completed, seek agreement with the Authority on deletion / retention or transfer (in a secure manner) of data. This data shall be anonymised as required; and
- Report any breach of the above requirements or Data Protection Law to the Authority within 48 hours of becoming aware of said breach;

The Authority has set out below some minimum practical requirements for compliance with data processing obligations within Data Protection Law. This list is not exhaustive and the successful Tenderer's must consider whether measures are required to ensure appropriate security and compliance with Data Protection Law.

The successful Tenderer's shall:

- Maintain an overarching policy document in relation to data protection, including but not limited to, retention policy and organizational and security measures;
- Maintain a written policy and procedure document for the operation and use of camera systems in relation to Data Protection Law;
- Choose a data processor providing sufficient guarantees in respect of the technical and organisational security measures governing the processing to be carried out;
- Maintain records of processing; and
- Take reasonable steps to ensure compliance with those measures.

3.2.4 Health and Safety

The successful Tenderer must take full responsibility for the safety of all staff involved with the survey, including the use of all applicable safety measures in accordance with the relevant sections of the Health and Safety legislation.

Tenderers must provide a detailed Health and Safety method statement and risk assessment outlining the measures that will be taken to ensure the safety of survey staff and the general public. A copy of the company's Health and Safety statement is also required.

It is a requirement that any health and safety issues that arise during the course of the surveys are reported to the Authority immediately.

3.2.5 *Quality Management*

The successful Tenderer shall endeavor (unless specifically requested by a client) to ensure that the counts are not undertaken during adverse or untypical situations, such as school holidays, bank holidays, strikes, protests, very heavy rainfall / snow / sleet, fuel crises, significant road works, pandemics, accidents etc. Weather conditions are particularly pertinent where drones are being used to supplement surveys; refer to section 3.2.6 below for further details. In these circumstances, if considered to be affecting traffic, the survey shall be stopped and repeated on a subsequent day at the successful Tenderer's expense. Disruptions to traffic during the surveys are to be noted by the enumerators and transcribed onto the output. The Authority/Client should be notified immediately of any instance where surveys could not be carried out for any reason.

The successful Tenderer should also provide a schedule indicating that they have adequate resources and equipment available to undertake the surveys and confirm that the deadlines for the supply of processed data for the various surveys can be achieved within the required timescale.

3.2.6 *Requirements for Drone Surveys*

Where it is requested that surveys are to be supported by drone surveys, such as to supplement QLS and PS, the successful Tenderer's, any other entities and/or their drone operator shall comply with the following requirements:

- Ensure the drone operator is a current holder of a Specific Operating Permission (SPO) or hold a current Specific Category Licence and operate under a Specific Operations Risk Assessment (SORA) or Pre-Defined Risk Assessment (PDRA);
- Have Public Liability Insurance in place, to a value of €6,500,000;
- Hold an up to date Operations Manual, which details how the SORA or PDRA is achieved;
- Have a sufficient and robust Data Protection policy in place; refer to section 3.2.6 also;
- Have an up to date Company Safety Policy including adequate measures for Covid and any credentials for operating from rooftops if required;
- Understand that having an Irish Aviation Authority (IAA) Open Category License of A1, A2 or A3 is not deemed adequate due to complexity of traffic monitoring flights and proximity to the public and roadway. The lack of a required risk assessment or public liability insurance policy in this category would pose a risk to completing traffic monitoring drone services in a safe and professional manner;
- Utilise professional drone hardware with the minimum requirement of a 20 megapixel camera and 5 axis obstacle avoidance;
- Utilise industry standard photogrammetry software generating high-quality maps and imagery;
- Utilise industrial grade drone flight mapping and control software;
- Utilise appropriate Personal Protective Equipment (PPE) and restrict access to take off and landing areas from the public, including standard Health and Safety Authority approved signage
- Provide a separate method statement and risk assessment for each individual flight; and

- Evidence of any special permissions from IAA to fly in Class C airspace or restricted zones are to be produced before any flights and initiated.

Drone surveys are not to be undertaken in adverse weather conditions owing to wind and rain. The successful Tenderer is responsible for ensuring that conditions are suitable before flights commence and shall notify the Authority immediately if the survey cannot be completed for any reason. The successful Tenderer shall also consider the flight times for surveys as battery life is a current limitation on flight times (industry average is approximately 20 minutes).

3.2.7 Notification

The successful Tenderer shall notify the relevant Local and Road Authorities under the terms of legislation in advance of the survey. This should also identify any conflicts with road works. In addition, the successful Tenderer should also provide advance notification to the relevant Garda station. The Authority should be included in all notifications to Local Authorities, Public Transport Providers, Gardaí, or others using the Authority address.

3.2.8 Communication between the Authority and Successful Tenderer

The successful Tenderer shall ensure communication channels between the Authority/Client and the successfully appointed tenderer are agreed prior to undertaking surveys and confirm how communication between the survey team in the field and the survey team in the office will be facilitated. Should an issue arise with a survey while on site, the Authority contact should be notified immediately so that an alternative arrangement can be made.

3.2.9 Appointment

After appointment for a service, the successful Tenderer may be required to meet in person with the Authority/Client at the Authority's / Clients offices. Following meeting with the client, the successful Tenderer will be required to review the surveys requested with an Authority/Client representative to ensure that all locations of the surveys are suitable, and also that the locations and types of surveys requested are fully understood by the successful Tenderer.

3.2.10 Communication with An Garda Síochána

The successful Tenderer shall be responsible to inform Garda personnel at the nearest Garda Station as to the carrying out of traffic surveys in specified locations. This is to be carried out in addition to communication with Local and Road Authorities. The Authority should be included in all notifications to Local Authorities, Public Transport Providers, Gardaí, or others using the Authority address.

3.3 Framework Agreement

Following consideration of submissions, the Authority may at its discretion enter into Framework Agreements with a maximum of five (5) Tenderers, subject to that number meeting the minimum criteria and submitting the most economically advantageous Tenders. Clients, as set out in Section 1. Important Notice, may utilise the Framework Agreement. The expected term of the Framework Agreement will be a period of four (4) years.

The total value of purchases pursuant to the Framework Agreement may be up to a maximum of €2,800,000 (exclusive of VAT) over the duration of the Framework Agreement. These figures are provided for indicative purposes only and there is no guaranteed expenditure under the Framework Agreement.

Call Off Contracts shall be awarded by way of mini competition whereby a Client shall invite all Framework Members to tender for the Call Off Contract.

The award criteria for Contracts awarded under the Framework Agreement will be as follows (with the range of weighting given in brackets):

- Quality (0%-60%)
- Price (40%-100%)

The above criteria are not listed in order of importance, the Authority may attach different weightings to them for different contracts, depending on the particular requirements, and will indicate the weightings in the call off invitation to tender.

The scope that may be required pursuant to the Framework Agreement includes the provision of Traffic and Transport Data Collection resources, including (but not limited to) the following:

- Traffic Surveyors (quantitative and qualitative);
- Transport Surveyors (quantitative and qualitative); and
- Traffic/Transport Data Analyst.

The Traffic and Transport Data required may include, but is not limited to:

- Automatic Traffic Counts (ATC);
- JTC;
- LJTC;
- PED;
- BO;
- Bus Boarding and Alighting (B&A);
- VO;
- Queue Length Surveys (QLS);
- Public Transport Counts (PTWPC) – passenger, wait times and other;
- Parking Surveys (PS);
- Roadside Interviews (RIS);

- Cordon Counts (CC);
- Speed Surveys (SS);
- On-Board surveys and interviews (OSI);
- Public Transport Journey Time Surveys (PTJTS);
- Cycle Surveys (CS);
- Aerial Footage of Transport Infrastructure;
- Freight surveys (FS);
- Origin-Destination Surveys (O/D);
- Inventory Survey (IS);
- Speed and Delay Survey (SDS); and
- Any other surveys associated with transportation planning for Active Travel schemes.

Tenderers are requested to provide unit costs, for the types of surveys noted above, in the Pricing Submission in Appendix 1. These unit costs will not form part of the pricing assessment for the Contract and Framework Agreement but shall be used to inform survey costs in any subsequent Call-Off Contract. More detailed information on the specific survey service requirements for the Framework Agreement are outlined in Appendix 4-8.

A Client may require the provision of the services to support various activities . The need for these services may not be continuous, and the number of resources onsite with a Client shall vary as determined by the Client. For example, the Client may require support for particular projects or for on-going requirements and the successful Tenderer(s) shall provide services as required.

At all times, resources provided shall have adequate experience and qualifications to deliver the services to a high standard and Tenderers are directed to the Framework Agreement in this regard.

The resourcing requirement set out above and in Appendix 2 represent the Authority's current view of its anticipated needs of the Authority and Clients. However, the number of resources onsite with the Authority or a Client may vary from time to time in accordance with the service requirements of the Client or Authority.

The services will normally be delivered at the locations where the surveys are required or onsite, in a Client or Authority premises, however the Authority reserves the right to require services to be performed at other locations to be specified from time to time.

In addition to the requirements outlined above, the Authority or a Client may require additional services to support other activities of the Authority or Client.

3.4 Commissioning

The Authority and the other Clients reserve the right not to commission any assignments under the Contract or Framework Agreement, depending on its particular requirements.

3.5 Invitation to Tender

Suitable entities are now invited to tender for inclusion on the framework of suitable qualified service providers who will be available, upon request, to tender for certain traffic & transport services.

Following consideration of submissions, the Authority may at its discretion enter into the Framework Agreement with a maximum of five Tenderers, subject to that number meeting the minimum criteria and rules.

The Authority will evaluate Tenders based on the criteria set out in Section 7 of these Instructions. Tenderers may be required to make a presentation relating to their proposal at an Authority-nominated date, time and venue.

4 ADMINISTRATIVE REQUIREMENTS

4.1- Overall Approach

The Authority intends, following this tender process, to enter into the Framework Agreement with a maximum of five Tenderers, subject to that number meeting the minimum criteria and rules (but does not bind itself to do so).

4.2- Procedure

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

4.3- Form of Tender

Tenders must be submitted using the Form of Tender at Appendix 2 to these Instructions, together with the Appendices attaching to the Form of Tender. The Form of Tender must be duly completed and signed in ink by an authorised signatory on behalf of the Tenderer (or, where the Tenderer is a group, by an authorised signatory for each member of the group). No additional items shall be inserted in the Form of Tender and no alterations may be made to the Form of Tender.

The Form of Tender must be signed as follows:

- if the Tenderer is a company incorporated in Ireland, the signature must be that of a director or a person authorised to sign and the execution must be witnessed. A letter from the company secretary confirming that the director/authorised person has been authorised to sign the document may be requested by the Authority following the submission of tenders and must, if requested, be provided. Any associated cost shall be borne by the Tenderer; or
- if the Tenderer is a company incorporated elsewhere than Ireland, it must execute the Form of Tender under hand according to the laws of its place of incorporation. The execution block in the Form of Tender should be adapted accordingly. A legal opinion from external legal advisors that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is registered may be requested by the Authority following the submission of tenders and must, if requested, be provided. The associated cost shall be borne by the Tenderer.

Where the Tenderer is a group, each member of the group should sign the Form of Tender in the appropriate manner set out above.

4.4- Deadline for Receipt of Tenders

The deadline for receipt of Tenders is 12:00 noon **Friday 2nd October 2026**. The onus is on Tenderers to ensure their Tender has been received prior to the specified deadline. Tender submissions will not be accepted after the deadline.

4.5- Delivery of Tenders

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

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

The Form of Tender at Appendix 2 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.

4.6- Tendering Costs

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

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

4.7- The Tender Submission

All Tenders, supporting documents and correspondence will be required to be in English. In circumstances where an original document, which is to form part of the Tender or

correspondence with the Authority, is not in the English language, the Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

The working language of the Contract will be English. Tenderers should be precise and succinct in their submissions.

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

General Information:

- Name, address, e-mail address and telephone number of the Tenderer and name of the contact person dealing with the Tender;
- Name, address, e-mail address and telephone number of any third parties involved in the Tender and the name of the appropriate contact person(s) dealing with the matter;

Quality Submission:

- The information sought under sections **7.3** and **7.4** (*Suitability and Award Evaluation Criteria*); and

Pricing Submission:

- The completed attached as **Appendix 1**; and the **Pricing Document**; and

Form of Tender:

- The Form of Tender attached as **Appendix 2** to these Instructions duly completed and signed; and

Declaration of Eligibility:

- The declaration included as **Appendix 3** (*Declaration of Eligibility*) to the Form of Tender duly completed and signed by the Tenderer.

4.8- Pricing

The pricing document included in the tender documents 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 Pre-Qualification Submission, or Tender was (when submitted) or has become (by reference to

the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Authority as soon as it becomes aware of this. The Authority reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the Tenderer from further participation in the procurement process.

If it comes to the Authority's attention that:

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

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

4.10- Non-compliant Tenders

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

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

- rejecting the relevant Tender as non-compliant;
- without prejudice to the Authority's right to reject the Tender:
 - meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender;
 - requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;
 - waiving a requirement which, in the Authority's opinion is minor or procedural; and or
 - amending the relevant requirements of these Instructions and inviting Tenderers to adjust their Tenders on the basis of such revised requirement,

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

5. INFORMATION AND COMMUNICATIONS

5.1- Amendments and/or Clarifications

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

5.2- Communications and Queries

Tenderers may not address queries to, or communicate with, the Authority other than in the manner provided for in this section 5. All enquiries regarding any element of this request to participate must be forwarded to the Authority via the eTenders website (**Question and Answer function**) at www.etenders.gov.ie

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

Queries must be received by the Authority not later than the closing date for receipt of queries although the Authority reserves the right to respond to queries raised after that date. It is the Tenderer's responsibility to ensure that all queries are received by the Authority by this deadline. Such queries and /or requests should be submitted not later than **ten (10) days** prior to the date for return of Tenders. Any communication shall state clearly that it relates to **“Provision of Traffic Surveys and Vehicle Occupancy Surveys on the M50 Cordon and the Establishment of a Multi-Supplier Framework Agreement for Traffic & Transport Survey Resources for transport related projects funded by the National Transport Authority”**.

Queries from tenderers will be accumulated and answers, where appropriate, will be sent simultaneously to all tenderers to ensure that all tenderers have the same opportunity to respond. The Authority will, if appropriate, circulate copies of all queries submitted pursuant to this section 5, together with the Authority's responses thereto, to all tenderers by posting the responses to the queries via the Irish Government's e-tenders website; namely, www.etenders.gov.ie.

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

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

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

6. GENERAL PROVISIONS

6.1- Consortia

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

6.2- Freedom of Information Act Requirements

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

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

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

6.3- Conflict of interest

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

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

6.4- Tender Validity Period

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

6.5- Tax Clearance, Insurance and Indemnity

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

6.6- Confidentiality

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

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

The Receiving Party may disclose Confidential Information:

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

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

6.7- Ownership of Intellectual Property

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

6.8- Reliance on resources

Where, in order to prove its suitability for the services, a Tenderer or a member of a Tenderer wishes to rely on the resources of entities or undertakings with which it is directly or indirectly

linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company's resources), the Tenderer must include with its Tender a letter from such other entity confirming that it is committed to providing the necessary resources. A guarantee from such entity may be required as a condition of contract award. If availability of resources being relied upon is not established to the satisfaction of the Authority, the Authority will assess the suitability of the Tenderer without taking into account the resources of the entity being relied on.

6.9- Prior knowledge

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

6.10- Corrections to Pricing Submission and abnormal tenders

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

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

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

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

6.11- Independent Enquiries

The Authority reserves the right to make independent trade, credit and security inquiries about Tenderers before identifying a preferred Tenderer or awarding any subsequent contract.

Tenderers may be requested to provide financial and trade references as well as further biographical details of key personnel for this purpose.

6.12- Sanctions

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

7. EVALUATION PROCESS

7.1- Introduction

The Authority will evaluate and rank Tenders which have otherwise not been eliminated based on an evaluation of the criteria set out below in this Section 7. The Authority proposes to conclude a Contract for the M50 Cordon Services with the Tenderer who has submitted the most economically advantageous Tender (i.e. the highest-ranked). In the event that the Authority is unable to conclude a contract with this Tenderer, the Authority reserves the right to revert to the next highest ranked Tenderer, *seriatim*, and seek to conclude a contract with that Tenderer.

Additionally, the Authority intends to conclude Framework Agreements with the highest ranked five (5) Tenderers who have submitted the five (5) most economically advantageous Tenders. In the event that the Authority is unable to conclude a Framework Agreement with one (1) or more of the highest ranked five (5) Tenderers, the Authority reserves the right to revert to the next-ranked Tenderer, *seriatim* and seek to conclude a Framework Agreement with that Tenderer until five (5) Framework Agreements have been concluded.

7.2- Eligibility

Tenders will be examined initially for completeness and compliance with these Instructions. Thereafter, each Tenderer's eligibility to participate in the competition will be assessed in accordance with the following provision.

Subject to Article 57(6) of Directive 2014/24:

- a) if any of the conditions set out in Article 57(1) or 57(3) of Directive 2014/24/EU apply to the Tenderer (or any member of the Tenderer, in the case of a group, or any entity being relied upon in accordance with section 8.6 of this ITT), the Tenderer shall be excluded from the competition; and
- b) if any of the conditions set out in Article 57(8) of Directive 2014/24/EU apply to the Tenderer (or any member of the Tenderer, in the case of a group), the Tenderer may be excluded from the competition.

The information provided in the Tenderer's completed Declaration of Eligibility attaching as Appendix 1 to the Form of Tender will be considered as part of this assessment, together with, if applicable, any clarifications sought from the relevant Tenderer.

7.3- Stage 1 Evaluation: Suitability Criteria

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

Selection Criterion	Marks Available	Minimum Required
<u>Selection Criterion No.1</u> Tenderers to provide copies of quality management certifications (NSAI or equivalent) or evidence of an internal quality management system in operation and evidence that NSAI or equivalent certification is underway.	Pass/Fail	Pass
<u>Selection Criterion No.2</u> Experience of Tenderer on similar projects under any of the services listed under Section 3.3 above that were substantially complete during the years 2020 to the date of Tender submission with specific reference to the following: • Scope/description of services provided • Programme dates – appointment to completion • Client details including contact number / email Five project examples should be provided. Note that, in total, a <u>maximum</u> of 1 page per project is required. In the project examples, Tenderers must demonstrate to the satisfaction of the Authority that they have the experience to complete the services required or they will fail this criterion.	Pass/Fail	Pass

Tenderers should note that their submission must Pass each criterion 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 pass the criteria stated above, then that Tenderer's submission will not be taken into further consideration.

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

Tenderers who achieve the minimum mark in the selection criterion above will then have their tenders evaluated under the award criteria in accordance with section 7.4.

7.4- Award Criteria

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

	Award Criteria	Marks Available	Minimum Required
1	Quality:		
	<u>Criterion A: Method Statement</u> Reference Project- The M50 Cordon Project detailed in Section 3 of this document. Tenderer's are to provide a method statement of how the works will be managed and carried out and measures taken to assure the accuracy of the data collected. The method statement is also to include Health & Safety & Risk Assessment measures that will ensure the safety of the survey staff and the public. Responses will be assessed based on how they demonstrate accuracy of data collection & presentation on the M50 Cordon project and in addition, how they demonstrate a well-planned safe & robust construction sequence that appropriately considers the impacts on the services/scope on all road users. A <u>maximum</u> of 5 A4 pages including supporting documentation. However, the required risk assessment will not count towards the page count.	50 marks	30 marks
	<u>Criterion B: Lead Members of the Team</u> The experience and qualifications of the lead members (<u>maximum of two number</u>) of the team proposed to undertake the services listed in Section 3.3, with particular reference to their experience in the area of transport surveys/vehicle occupancy. Lead members are considered to be Grade 1 or Grade 2, as defined in the Tender Price Schedule. Responses will be assessed on how well they demonstrate that the proposed team have the	10 marks	6 marks

	necessary qualifications & experience to successfully deliver the required services as the lead members. Please note, that the experience and qualifications of the lead members of the team will be evaluated holistically, and that individual CVs will not receive a mark, and that the overall proposed team will receive a mark based on the balance of experience and qualifications. Maximum 2 A4 Pages per CV		
2	Price:		
	The Tender Fee as per Appendix 1 - Pricing Submission.	40 marks	N/A
	Total:	100 marks	

Table 7.1

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

The Authority reserves the right to interview Tenderers or request presentations from Tenderers before completing the final assessment under the award criteria. The highest scoring (highest ranked) Tender will represent the most economically advantageous Tender, and the Authority shall seek to conclude a contract for the M50 Cordon Survey with the highest ranked tenderer.

The five (5) highest scoring (highest ranked) Tenders will represent the five (5) most economically advantageous Tenders, and the Authority shall seek to conclude Framework Agreements for Traffic & Transport Survey Resources for Transport Related Projects funded by the National Transport Authority with those five (5) highest ranked tenderers subject to those tenderers meeting the minimum criteria and rules.

7.5- Scoring Methodology

The marks available for each qualitative award criterion are as set out in Table 7.1 above. The Tenderer's response to the quality criteria will be assessed with reference to the quality of the Tenderer's response using the scoring bands as set out in Table 7.2 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)	Interpretation
5	100%	An excellent response. Demonstrates extensive capability. Provides a high degree of confidence in the Candidate's ability to deliver the required outcomes. Raises few reservations.
4	80%	A good response. Demonstrates good capability. Provides a good degree of confidence in the Candidate's ability to deliver the required outcomes. Some reservations.
3	60%	An acceptable response. Demonstrates reasonable capability. Provides a reasonable degree of confidence in the Candidate's ability to deliver the required outcomes. Several reservations.
2	40%	A poor response. Demonstrates limited capability. Provides little confidence in the Candidate's ability to deliver the required outcomes. Major reservations.
1	20%	A very poor response. Demonstrates very limited capability. Provides little or no confidence in the Candidate's ability to deliver the required outcomes. Profound reservations.
0	0%	No response. Demonstrated no capability. Provides no confidence in the Candidate's ability to deliver the required outcomes. Many profound reservations.
Individual statements in the above bands are separate and not cumulative		

Table 7.2

7.6- Price Assessment

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

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

Where:

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

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

7.7- Clarifications

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

8. STEPS FOLLOWING TENDER ASSESSMENT

8.1- Notification

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

8.2- Letter of intent

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

- Evidence of tax clearance certificate; and

- Evidence of insurance policy (ies).

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

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

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

8.3- Letter of Acceptance

The Authority may create the Contract and/or Framework Agreement 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. FRAMEWORK AGREEMENT AND M50 CORDON CONTRACT

Framework Agreement

A copy of the framework agreement proposed to be entered into between the Authority and the successful Tenderers is provided as Appendix A to these Instructions (“**Draft Framework Agreement**”). 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 an agreement with the Authority on the basis of the terms and conditions set out in Draft Framework Agreement. The Authority shall draft and specify the final form of the framework agreement.

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

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

M50 Cordon Count Contract

The Draft Contract proposed to be entered into between the Authority and the successful Tenderer is attached as Appendix B. Please note the specific technical and other requirements are detailed elsewhere in this document and in addition to the conditions in the contract.

The successful Tenderer will be required to enter into a Contract with the Authority on the basis of the terms and conditions set out in Appendix B. The Authority shall draft and specify the final form of the Contract.

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

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

APPENDIX 1 – PRICING SUBMISSION

General

Tenderers are required to complete in full the ‘Overall Total Tender Fee’, ‘Table 1 – Hourly Rates’ and Table 2 –M50 Cordon, Fixed Fee’, in this schedule along with the separate Transport & Traffic Surveys – Pricing Document included in the tender documents.

All rates stated in this Tender Price Schedule are in Euro and shall be exclusive of VAT (if applicable).

Save for completing the pricing information required, Tenderers may not make any other alterations or amendments to this Tender Price Schedule.

Failure to complete the Tender Price Schedule (including the excel document) in full may result in a Tenderer being excluded from consideration.

The “**Overall Total Tender Fee**” is the Tender Fee that will be assessed in the Price evaluation.

The fixed fee in **Tables A** below will form part of the contract awarded with the National Transport Authority to prepare detailed survey work on the M50 listed in Tables 1.

The hourly rate set out in Table 1 – Hourly Rates represents the maximum rate per hour proposed to be charged for that particular grade of staff member for the duration of the Contract. Further details are set out in Part B below.

Table A: Overall Total Tender Fee

Description	Cost (Excl. VAT) €
Part A, Total Key Personnel (Notional Hours)	
Part B, Total Fixed Price Tender Fee (M50 Cordon)	
OVERALL TOTAL TENDER FEE, PART A + PART B (Excluding VAT)	

Part A – Key Personnel - Rates (Hourly)

Tenders are to refer to Pricing Document included in the tender pack and complete in full

Tenderers are required to complete in full Table 1 in the Pricing Document.

The Tenderer is required to complete the Hourly Rates for services Table 1 in full below.

The Tenderer is required to complete the “Hourly Rate” column for each of the five staff grades set out in the Table 1.

The hourly rate represents the maximum rate per hour proposed to be charged for that particular grade of staff member for the duration of the Contract. The tendered hourly rates shall be fixed for the initial two years of the Framework Agreement and thereafter Tenderers should note that hourly rates proposed are subject to adjustment in line with Clause 10 of the Draft Framework Agreement.

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

The Tenderer shall also complete the “Notional Cost” column, which, for each of the staff grades, is the product of the hourly rate and the number of hours for that staff grade.

Failure to complete the Tender Price Schedule in full may result in a Tenderer being excluded from consideration.

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

Grade 1: Partner / Company Director or equivalent grade with more than 10 years’ experience

Grade 2: Head of Section/Function, Associate Director or equivalent grade with more than 10 years’ experience.

Grade 3: Senior Surveyor or data analyst or equivalent grade with more than 10 years’ experience.

Grade 4: Surveyor or data analyst or equivalent grade with more than 5 years’ experience.

Grade 5: Junior Surveyor or data analyst or equivalent grade with less than 5 years’ experience.

All rates stated in this Tender Price Schedule shall be exclusive of VAT (if applicable).

Save for completing the pricing information required, Tenderers may not make any other alterations or amendments to this Tender Price Schedule.

Failure to complete the Tender Price Schedule in full may result in a Tenderer being excluded from consideration.

Part B - M50 Cordon Survey

Tenders are to refer to Pricing Document & M50 Cordon Scope of Services document included in the tender pack.

Tenderers are required to complete in full Table 2 in the Pricing Document for the M50 Cordon Survey.

The costs in Table 2 comprise the total cost for the required surveys on the M50 Cordon for evaluation purposes and in accordance with the requirements set out in these tender documents.

The current expectations of the Authority are that there will be no requirements for LJTC, B&A, QLS, PTWPC, PS, RIS, CC, SS, OSI, PTJTS, CS, FS, O/D, IS or SDS surveys as part of the M50 Cordon Count Contract. However, as the specifications may change prior to the commencement of the services, Tenderers are requested to provide unit costs for these types of surveys. These unit costs will not form part of the pricing assessment for the Contract and Framework Agreement but shall be used to inform survey costs in any subsequent Call-Off Contract.

All rates stated in this Tender Price Schedule shall be exclusive of VAT (if applicable).

APPENDIX 2 - FORM OF TENDER

Traffic Surveys and Vehicle Occupancy Surveys on the M50 Cordon and Multi-Supplier Framework Agreement for Traffic & Transport Survey Resources for transport related projects funded by the National Transport Authority

To: National Transport Authority,
Haymarket House,
Smithfield,
Dublin 7,
D07 CF98

Dear Authority,

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 set out in the Agreement 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) 180 days after the end of the last day for submission of this tender; or
 - (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) above.
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 of Tenderer: _____

Signed for and on behalf of tendering entity: _____

Name in Block Capitals: _____

Official Capacity or Authority: _____

APPENDIX 3 - DECLARATION OF ELIGIBILITY

Declaration in respect of the Grounds for Exclusion set out in 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 Tenderer intends to subcontract a share of the contract*

and in each such case the reference to “Tenderer” in the declaration below shall be read as a reference to each consortium member/entity being relied upon/subcontractor (as applicable).

Name of the Tenderer: _____

Company registration number (if a company): _____

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

1. I declare that the Tenderer (or, if the Tenderer is a company, any director or secretary, or any member of an administrative, management or supervisory body of the Tenderer 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 Tenderer 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 Tenderer:

- 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 Tenderer:

- 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/EU;
- 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 Tenderer 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/EU;
- 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 Tenderer (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 Tenderer 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 4 – VEHICLE OCCUPANCY SURVEYS (VO) GUIDELINES & SPECIFICATION

Data Required:

Vehicle occupancy data is required using the following classifications:

- Occupancy (“Occ”) 1;
- Occ 2;
- Occ 3;
- Occ 4;
- Occ 5;
- Occ 6; and
- Occ 7.

Survey Period:

The surveys are to be undertaken for the following periods:

VOs: 12-hour period from 07:00 to 19:00 on a neutral weekday (Tuesday – Thursday). Extended time periods up to 24 hours are facilitated by the templates and 12 and/or 24 hours are recommended. Hourly intervals needed.

All surveys are to be undertaken over the same time period.

Survey Method:

1. All surveys are to be conducted by camera monitoring or manual enumerator;
2. Surveys are not to be carried out on a day which coincides with school or public holidays unless with explicit permission from the Contracting Authority;
3. Vehicles to be included in the count will be specified by the Contracting Authority;
4. Only taxis that have a visible roof sign should be counted;
5. Vehicles with tinted or foggy windows and limited visibility into the car should not be selected. If the occupancy of a vehicle cannot be determined for limited visibility reasons, an average VO rating should be applied to this vehicle.
6. Vehicles should be randomly selected and should not be chosen based on colour, size, vehicle age or any other bias;
7. Counts should be conducted in a location where vehicles are slowing down and occupancy can be easily captured. If a vehicle is travelling too quickly on approach, skip this vehicle and move to the next one;

8. Counts should be done in hourly intervals;
9. Counts should be done for both Taxi's and Car's as separate user classes and the results of these should be presented in separate tables;
10. Please note that all counts should be inclusive of the driver. For example, if there is a driver and a front seat passenger in a vehicle, this will amount to Occupancy of 2 people. Please include this explanation in the spreadsheet;
11. In addition to a breakdown of occupancy by number of people in a car, please also give a total per time period;
12. Where the VO counts are carried out in conjunction with JTC or ATC counts, the total number of vehicles on the road during each hourly period should also be tabulated in the excel spreadsheet; and
13. A pin should be marked on a schematic/map showing the exact location that the equipment was set up. The equipment may not necessarily be the exact location specified on Request for Tender documentation as specified locations may not be available for equipment setup due to lack of street furniture to secure it to or health and safety reasons etc. Where the survey is done by manual enumerator, a photo of the exact location where the enumerator stood, facing the road should be taken.

Data Format

All data to be presented as below:

- All counts to be recorded in hourly intervals.

Vehicle Occupancy Guidelines

1. For the raw data, the preferred classifications are Occ1, Occ2, Occ3, Occ4, Occ5, Occ6, and Occ7;
2. Separate lines of data should be completed for each vehicle class for each time period; and
3. Spreadsheet should include site number, site location, weather, date, start and end times, coordinates in Latitude/Longitude and Easting/Northing, explanation of occupancy classifications and a site image (photograph of the road where the count was carried out).

APPENDIX 5 – AUTOMATIC TRAFFIC COUNTS (ATC) GUIDELINES & SPECIFICATION

Data Required:

Directional volumetric information is required using the following classifications:

- CAR
- LGV
- OGV1
- OGV2
- PSV
- Motorcycle (M/C)

Survey Period:

The surveys are to be undertaken for the following periods:

Surveys are to be undertaken for a 24-hour period continuous for 2 weeks excluding school holidays

Survey Method:

All surveys are to be conducted by use of industry standard ATC tube counter equipment. The ATC equipment will be set up using standard ground templates to ensure the tubes are parallel and the distance between them is correct. The machine will also be calibrated appropriately, and a camera will be set up at the same survey location in order to assess the speed of a sample of vehicles to ensure that the results from the ATC machine match that of the camera.

This calibration assessment should all be done on site in advance of the specified survey period commencing. A photograph should be taken while the ground templates are in place. This photo should be taken on the first day of surveying and should be submitted to the NTA immediately. This photo should also be used in the equipment tab of the MS Excel spreadsheet that will be submitted with the survey data.

Data Format

All data to be presented shall follow the guidelines below:

Automatic Traffic Count Guidelines

1. The 6 User Classes to be used for ATC data collections are: CAR, LGV, OGV1, OGV2, PSV, Motorcycle (M/C). Note: ATC equipment won't be able to stratify Car User Class from Taxi User Class. Similarly, it may not be able to identify one type of bus from another;
2. The data should be collected in 15-minute intervals across a 2-week period for 24 hours a day (00:00 – 00:00).
3. A count of number of vehicles per user class per direction per 15-minute time interval is required. When no count is recorded the cell should be filled with a '0';
4. An average speed per user class per direction is also required. When no average speed is applicable to a given user class, i.e. when no vehicles in that user class have travelled in that specific direction, an average value cannot exist and the relevant cell should be filled with a '–'. The figure '0' should NOT be used when no average value is applicable;
5. An overall 85th Percentile Value of all vehicles across all user classes in a 15-minute time interval should be generated for each direction. When ten or less vehicles across all user classes have travelled in that specific direction an 85th Percentile value should be generalised and the relevant cell should be filled with a '–'; and
6. Arrows should be added to a site plan schematic identifying each direction (A and B) of travel as per the dataset. These should be labelled 'Direction A: Northbound' and 'Direction B: Southbound' (or Eastbound/Westbound etc. depending on the orientation of the road being surveyed);
7. A pin should be marked on a schematic/map showing the exact location that the equipment was set up. The equipment may not necessarily be the exact location specified on Request for Tender documentation as specified locations may not be available for equipment setup due to lack of street furniture to secure it to or health and safety reasons etc;
8. Direction labels should be located directly above each movement as a heading within the dataset results sheet;
9. A summary for each week is to be included, giving 12-, 16-, 18-and 24-hour totals as well as 5- and 7-day averages.

APPENDIX 6 – JUNCTION TURNING COUNT (JTC) GUIDELINES & SPECIFICATION

Data Required:

Directional volumetric information is required using the following classifications: CAR, LGV, OGV 1, OGV 2, PSV, Motorcycle (M/C), Pedal cycle (P/C), taxis and pedestrians (PED).

Survey Period:

Data collection for 24-hour period from 00:00 – 24:00.

All surveys are to be undertaken during the same time-period.

Survey Method:

1. All surveys are to be conducted by camera monitoring.
2. Surveys are not to be carried out on a day which coincides with school or public holidays unless with explicit permission from the Contracting Authority.

Data Format

All data to be presented as below. All counts to be recorded in 15min intervals.

1. For the raw data, the preferred classifications are Car, Taxi, LGV, OGV1, OGV2, PSV, M/C, P/C and PED.
2. Counts should be conducted with arm labelling A – F starting from the north and moving clockwise.
3. Arm labels should be located directly above each movement as a heading within the dataset results sheet.
4. Barred movements should be highlighted on the junction diagram, and shown as banned in the results by entering ‘-1’ to indicate a false value. All barred movements should be included, paying particular attention to:
 - One-way arms/links approaching crossroads;
 - On-slips and off-slips on dumb-bell motorway junctions; and
 - On-slips and off-slips Grade-separated motorway junctions.
5. U-turn movements at all junctions will be included. U-turn movements at roundabouts should not be assumed to be negligible and should not be marked as ‘-1’.

6. All sites should be treated as complete sites, e.g. a three-arm roundabout has nine movements. If particular movements are not counted or not required by the client, this should be stated within the results as per Item 4 above.
7. Separate lines of data should be completed for each vehicle class for each time period

APPENDIX 7 – PEDESTRIAN COUNT (PED) JUNCTION GUIDELINES & SPECIFICATION

Data Required:

Directional volumetric information is required using the following classifications: Pedestrian (PED) and Pedal cycle (P/C).

Survey Period:

Data collection for 24-hour period from 00:00 – 24:00.

All surveys are to be undertaken over the same time period.

Survey Method:

1. All surveys are to be conducted by camera monitoring unless the Contracting Authority desires manual monitoring.
2. Surveys are not to be carried out on a day which coincides with school or public holidays unless with explicit permission from the Contracting Authority.
3. The 5 User Classes to be used for JTC - PED data collection are: Child < 5, Child < 16, Adult, Elderly and Disabled.
4. Counts should be conducted with arm labelling A – F starting from the north and moving clockwise.
5. Pedestrian movements should be captured for flows that enter an arm, exit an arm and bi-directional flows which cross an arm perpendicularly.
6. Relevant labelling should be located directly above each movement as a heading within the dataset results sheet.
7. The figures for Entering Arm and Exiting Arm should be the sum of pedestrian flows on both sides of the street entering and exiting the arms respectively.
8. In the case that an arm doesn't exist (i.e. there are less than 6 arms at a junction) then a '-1' should be entered to identify this.
9. The relevant direction at each pedestrian crossing and the label of each arm should be included in a junction schematic.
10. Separate lines of data should be completed for each pedestrian class for each 15-minute interval.

Data Format

All counts to be recorded in 15min intervals.

For recording P/C movements, a JTC template should be used without the car movements.

For Ped movements, the separate PED template should be used.

APPENDIX 8 – SPECIFICATION OF SERVICE REQUIREMENTS IN THE FRAMEWORK AGREEMENT

Traffic and survey data may be required at specific locations for a period of time as may be specified in subsequent Call-Off Contracts from the Framework Agreement. The list of required surveys in any subsequent Call-Off Contract may be subject to change prior to commencing surveys, depending on the availability of additional survey data and requirements.

Templates, examples, instructions and guidance for the survey types required will be made available in an accompanying document attached to any Call-Off Contract. Any queries in relation to templates, examples, instructions and guidance for surveys may be directed to the Client's designated contact outlined in the Call-Off Contract.

Call-Off Contract Submissions for each survey should include, at a minimum, the following:

- A detailed method statement of how the works will be managed, carried-out and measures taken to assure the accuracy of the data collected; and
- Identification of the number of enumerators or cameras and supervising staff to be used. Evidence of adequate resourcing, both staff and equipment, to carry out works should also be presented. This can be in the form of a resource plan or similar.

The collected survey data will be required to be submitted within four working weeks of completing any data collection, unless otherwise agreed.

In any subsequent Call-Off Contracts, in submitting their prices, Tenderers will be asked to carefully consider any means for achieving cost savings and reflect these in their submissions. The price should also include a unit cost for undertaking the number of surveys that will be outlined in the Pricing Submission of the Call-Off Contract. Should any changes of survey quantities occur subsequent to any Call-Off Contract being issued, the unit cost should be identified for each survey type.

Although in any Call-Off Contract, it is anticipated that all surveys listed will be required, there may be alterations to the final number. The pricing should include a typical unit price for each survey type, so that in the event of additional surveys, a pro rata increase can be applied for that survey type. It is also possible that the number of surveys could reduce, and therefore it is expected that this unit price would be used to reduce the final fee level. The Clients reserves the right to increase or decrease the number of surveys required.

In a Tenderer's submission all costs provided should include for all staffing, traffic management, equipment and materials to undertake surveys. Tenderers should cost for the provision of appropriate supervision and/or project management. Indicative and excluded costs should also be highlighted.

Tenderers should note that their pricing is deemed to include an allowance for repeating fieldwork and post-fieldwork should their quality not be deemed sufficient by the Client, or for other unforeseen circumstances (such as network problems on the survey day), and for all costs associated. Further, the pricing will be deemed to include for all costs associated with rectifying the non-availability of data or equipment. If the Tenderer considers some unforeseen circumstances should not be included in this condition, then it should be identified in their Price Submission.

Programme of Surveying

In any subsequent Call-Off Contract, all surveys are to be conducted within a two-week period avoiding school and public holidays and undertaken on a Tuesday, Wednesday and/or Thursday. Surveys may be carried out during an additional period where required, upon agreement with the Client.

Survey Delivery Format

In any subsequent Call-Off Contract, the data must be delivered in the format specified by the Client and in all cases the Authority's traffic count specifications should be used for ATC, JTC and Pedestrian counts.

The data must be delivered in accordance with the NTA streamlined dataset formats. A user-friendly format shall be provided for ease of data review; use of an online system to facilitate is preferable but not a necessity. All data is to be supplied to the Client in electronic format, unless otherwise agreed.

Data that is not supplied in the format specified will be rejected.

Data Protection

In any subsequent Call-Off Contract, in compliance with Data Protection Law and in relation to all relevant data held in its possession, the Client shall act as a "Data Controller" and the successful Tenderer shall act as a 'Data Processor'.

The successful Tenderer shall ensure that data is secured at all times during the collection, processing, transfer, and storage of data. All data must be handled in accordance with Data Protection Law.

The successful Tenderer shall (and shall procure that all of its Staff and any third-party providing services on its behalf) comply with Data Protection Law in carrying out the services.

It is strongly recommended that the successful Tenderer utilises survey techniques that avoid capturing personal data and produce anonymised data at source. If this is not possible the

successful Tenderer shall anonymise the data as soon as possible. Otherwise, the successful Tenderer shall ensure that they comply with these data protection requirements.

The Contract will require the data detailed under Section 3.2 above to be collected and processed on behalf of the Client. Where the successful Tenderer is processing personal data, they shall:

- Provide appropriate signage at all locations where personal data will be collected in the necessary undertaking of the services to inform the public they are being recorded, the purpose and planned duration of the survey and contact details for any queries (to be agreed with the Client);
- Process the personal data only in accordance with any requirements specified herein or as otherwise notified by the Client;
- Process the personal data only to the extent, and in such a manner as is necessary for the provision of the successful Tenderer's obligations under the Contract;
 - Implement appropriate technical and organisational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - At the Client's request, the successful Tenderer shall make all documentation regarding compliance Data Protection Law available within 10 days of such a request;
 - Take reasonable steps to ensure the reliability of its employees and agents who may have access to the personal data and use all reasonable endeavours to ensure that such persons have sufficient skills and are appropriately trained in data protection;
 - Not cause or permit the personal data to be transferred outside the European Economic Area without the prior written consent of the Client;
 - Not disclose the personal data to any third parties in any circumstances other than with the written consent of the Client or in compliance with a legal obligation imposed upon the Client;
 - Provide assistance, as necessary, to allow the Client to respond to any data subjects exercising their rights, in a timely manner;
 - Notify the Client within five working days if it receives a complaint or request relating to
 - the Client's obligations under the Data Protection Law;
 - Do not engage in any sub-processor agreements without the Client's approval;

- Ensure any sub-processor agreements reflect the Client's data protection requirements within this document and ensure no liability for non-compliance is carried by the Client;
- When the services are completed, seek agreement with the Client on deletion / retention or transfer (in a secure manner) of data. This data shall be anonymised as required;
- Report any breach of the above requirements or Data Protection Law to the Client within 48 hours of becoming aware of said breach;

The Client has set out below some minimum practical requirements for compliance with data processing obligations within Data Protection Law. This list is not exhaustive and the successful Tenderer must consider whether measures are required to ensure appropriate security and compliance with Data Protection Law.

-
- The successful Tenderer shall:
-
- Maintain an overarching policy document in relation to data protection, including but not limited to, retention policy and organizational and security measures;
- Maintain a written policy and procedure document for the operation and use of camera systems in relation to Data Protection Law;
- Choose a data processor providing sufficient guarantees in respect of the technical and organisational security measures governing the processing to be carried out;
- Maintain records of processing;
and
- Take reasonable steps to ensure compliance with those measures.

Health and Safety

The successful Tenderer in any subsequent Call-Off Contract must take full responsibility for the safety of all staff involved with the survey, including the use of all applicable safety measures in accordance with the relevant sections of the health and safety legislation.

Tenderers for any subsequent Call-Off Contract must provide a detailed health and safety method statement and risk assessment outlining the measures that will be taken to ensure the safety of survey staff and the general public in their submission to any Call-Off Contract issued on this Framework. A copy of the company's health and safety statement is also required.

It is a requirement that any health and safety issues that arise during the course of the surveys are reported to the Client immediately.

Quality Management

The successful Tenderer in any subsequent Call-Off Contract shall endeavour to ensure that the counts are not undertaken during adverse or untypical situations, such as school holidays, bank holidays, strikes, protests, very heavy rainfall / snow / sleet, fuel crises, significant road works, pandemics, accidents etc. Weather conditions are particularly pertinent where drones are being used to supplement surveys. In these circumstances, if considered to be affecting traffic, the survey shall be stopped and repeated on a subsequent day at the successful Tenderer's expense. Disruptions to traffic during the surveys are to be noted by the enumerators and transcribed onto the output.

The Client should be notified immediately of any instance where surveys could not be carried out for any reason.

The successful Tenderer in any subsequent Call-Off Contract should also provide a schedule indicating that they have adequate resources and equipment available to undertake the surveys and confirm that the deadlines for the supply of processed data for the various surveys can be achieved within the required timescale.

Requirements for Drone Surveys

In any subsequent Call-Off Contract, where it is requested that surveys are to be supported by drone surveys, such as to supplement QLS and PS, the successful Tenderer, any other entities and/or their drone operator shall comply with the following requirements:

-
- Ensure the drone operator is a current holder of a Specific Operating Permission (SPO) or hold a current Specific Category Licence and operate under a Specific Operations Risk Assessment (SORA) or Pre-Defined Risk Assessment (PDRA);
- Have Public Liability Insurance in place, to a value of €6,500,000;
- Hold an up-to-date Operations Manual, which details how the SORA or PDRA is achieved;
- Have a sufficient and robust data protection policy in place; refer to section 3.2.6 also;
- Have an up-to-date Company Safety Policy including adequate measures for Covid and any credentials for operating from rooftops if required;
- Understand that having an Irish Aviation Authority (IAA) Open Category License of A1, A2 or A3 is not deemed adequate due to complexity of traffic monitoring flights and proximity to the public and roadway. The lack of a required risk assessment or public liability insurance policy in this category would pose a risk to completing traffic monitoring drone services in a safe and professional manner;
- Utilise professional drone hardware with the minimum requirement of a 20-megapixel camera and 5 axis obstacle avoidance;

- Utilise industry standard photogrammetry software generating high-quality maps and imagery;
- Utilise industrial grade drone flight mapping and control software;

- Utilise appropriate Personal Protective Equipment (PPE) and restrict access to take-off and landing areas from the public, including standard Health and Safety Authority approved signage; and
- Provide a separate method statement and risk assessment for each individual flight.
- Evidence of any special permissions from IAA to fly in Class C airspace or restricted zones are to be produced before any flights and initiated.

Drone surveys are not to be undertaken in adverse weather conditions owing to wind and rain. The successful Tenderer is responsible for ensuring that conditions are suitable before flights commence and shall notify the Client immediately if the survey cannot be completed for any reason. The Tenderer shall also consider the flight times for surveys as battery life is a current limitation on flight times (industry average is approximately 20 minutes).

Notification

The successful Tenderer in any subsequent Call-Off Contract shall notify the relevant Local and Road Authorities under the terms of legislation in advance of the survey. This should also identify any conflicts with road works. In addition, the successful Tenderer should also provide advance notification to the relevant Garda station. The Client should be included in all notifications to Local Authorities, Public Transport Providers, Gardaí, or others using the Client address.

Surveys undertaken during extreme weather conditions, public transport strike action or significant road works that may impact normal operational conditions at any of the sites during the agreed survey time period will not be acceptable. Such issues should be highlighted to the Client prior to undertaking the survey and if they survey cannot be undertaken, the Client must be contacted immediately to choose a new survey location where the survey equipment can be installed instead to ensure the survey takes place at the same time as the rest of the batch. To negate the possibility of a survey relocate, all sites should be inspected for suitability prior to the survey dates.

Communication with An Garda Síochána

The successful Tenderer in any subsequent Call-Off Contract shall be responsible to inform Garda personnel at the nearest Garda Station as to the carrying out of traffic surveys in specified locations. This is to be carried out in addition to communication with Local and Road Authorities. The Client should be included in all notifications to Local Authorities, Public Transport Providers, Gardaí, or others using the Client address.

Communication between Client and the Successful Tenderer

Successful Tenderers shall ensure communication channels between the Client and the successful Tenderer are agreed prior to undertaking surveys and confirm how communication between the survey team in the field and the survey team in the office will be facilitated in any subsequent Call-Off Contract. Should an issue arise with a survey while on site, the Client contact should be notified immediately so that an alternative arrangement can be made.

APPENDIX 9 – M50 CORDON OF SERVICES

APPENDIX A – DRAFT FRAMEWORK AGREEMENT

APPENDIX B – DRAFT CALL OFF CONTRACT

APPENDIX C – DRAFT CALL OFF REQUEST FOR TENDERS