



National Transport Authority

Multi-Party Framework Agreement for the Provision of Transport & Traffic Survey Services for Public Transport Projects funded by the National Transport Authority

Request for Tenders for Call Off Contract for [•]

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[•] 2026

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1. INTRODUCTION

1.1 Defined Terms

In this RFT:

Authority	Means the National Transport Authority
Call Off Contract	Means the form of Call Off Contract set out in Appendix III to this RFT.
Call Off Services	Means the Services to be performed under the Call Off Contract
Framework Agreement	Means the framework agreement dated [•] in respect of the Multi-Party Framework for the Provision of Transport & Traffic Survey Services
Framework Competition	Means the competitive process published on [•] with OJEU Reference No: [•] by which the parties to the Framework Agreement were chosen.
Framework Competition RFT	Means the Request for Tenders that were circulated as part of the Framework Competition
Pricing Submission	Means the submission being made by the Tenderer(s) in respect of its costs to provide the Call Off Services (comprising the Tenderer's response in relation to Appendix I of this RFT)
Quality Submission	Means the non-price submission being made by the Tenderer in respect of its proposals to provide the Call Off Services
RFT	Means this request for tenders in respect of the Call Off Contract
Tender	Means the tender submitted by the Tenderer in response to this RFT
Tender Fee	Has the meaning given to it in the Pricing Submission
Tenderer	Means any person who submits 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

1.2 General

This RFT is being issued to those participants in the Framework Agreement that have been identified by the Authority in accordance with the procedure set out in that Agreement. This RFT sets out the process that will be followed by the Authority in awarding the Call Off Contract for the Call Off Services.

Tenderers should note that the following sections of the Framework Competition RFT apply to this RFT as if set out herein:

- Section 1: Important Notice.
- Section 2: Background (except for section 2.2 Defined Terms); and
- Section 3.2: Scope.

save that, for the purposes of this RFT, the following terms set out in the Framework Competition RFT shall have the meanings set out below:

- references to “Instructions” shall be read as referring to the RFT;
- references to the “Services” shall be read as referring to the Call Off Services;
- references to the “Framework Agreement” shall be read as referring to the Call Off Contract.

Any cross references in the above listed sections of the Framework Competition RFT which refer to sections 3, 4, 7 or 8 of that Framework Competition RFT shall be read as referring to the provision of this RFT that deals with the same subject matter. For example, a reference in the Framework Competition RFT to the deadline in section 4.2.1 of that document shall, for the purpose of this RFT, be read as a reference to the deadline in section 3.1 of this RFT.

2. SPECIFICATIONS OF SERVICE REQUIREMENTS

2.1 Overview

Section 2 provides a general description of the Call Off Services required of the successful Tenderer, which are more particularly described in Appendix IV. The list of service elements forming the Call Off Services are indicative only, are not exhaustive and are subject to change.

The Call Off Contract to be entered into by the Authority and the successful Tenderer shall be on the terms of the draft Call Off Contract in the latest version circulated before the deadline for the submission of Tenders, or on substantially those terms. Tenders must be submitted on the basis of the terms and conditions of the draft Call Off Contract in the latest version circulated before the deadline for the submission of Tenders. If a Tenderer wishes to raise particular comments on aspects of the draft Call Off Contract, such comment(s) must be raised by way of Tender query prior to the closing date for receipt of queries as per section 3.3.

The supplier will be engaged until the successful completion of the Services as outlined in this Call Off Contract, in line with the timelines set out in Appendix IV.

The Authority makes no commitment to purchase any Call Off Services pursuant to the Call Off Contract. For the avoidance of doubt, the Authority reserves the right to source services such as the Call Off Services outside of the Call Off Contract.

2.2 Scope

The scope of the Call Off Contract covers the provision of Transport & Traffic Survey Services as may be required by the Authority, in accordance with the specification requirements listed under the following service categories:

- [Description of Call Off Services]:

.

and in particular:

- [Description of Call Off Services]:

At all times, resources provided shall have adequate experience and qualifications to deliver the Call Off Services to a high standard and Tenderers are directed to the Call Off Contract in this regard.

In addition to the requirements outlined above and in Appendix IV, the Authority may require additional services to support other activities of the Authority.

2.3 Not Used

2.4 Insurances

The insurances required for the Call Off Contract are as follows:

- [insert details]

2.5 Invitation to Tender

Suitable companies are now invited to tender to undertake to provide the Call Off Services in accordance with the terms of this RFT. It is up to each Tenderer to ensure that they fully understand the tender requirements. Tenderers shall ensure that they have all of the information required for the preparation of their Tenders and shall satisfy themselves about every aspect of the tender documents. Tenderers should also ensure that they are fully conversant with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

The Authority will evaluate Tenders based on the criteria set out in section 4 of these Instructions.

Tenderers may be required to make a presentation relating to their proposal at an Authority-nominated date, time and venue.

3. ADMINISTRATIVE REQUIREMENTS

3.1 Deadline for Receipt of Tenders

The deadline for receipt of Tenders is 12:00 noon on [•]. 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.

3.2 Delivery of Tenders

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Deadline for Receipt of Tenders (as defined in paragraph 3.1). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox. In order to submit a document to the electronic postbox, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the “Submit Response” button will be disabled automatically upon the expiration of the response deadline.

The Form of Tender at Appendix II must be submitted with the Tender. This form must be completed and signed in ink 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.

3.3 Closing date for receipt of queries

Tenderers may not address queries to, or communicate with, the Authority other than in the manner provided for in this section 3. All enquiries regarding any element of this Request to Tender 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 [•] **days** prior to the date for return of Tenders. Any communication shall state clearly that it relates to “[insert details]”.

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 3, 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.

3.4 The Tender Submission

All Tenders must contain the information required by these Instructions as set out below, in addition to the information requested in Appendices I and II.

- [•];
- [•].

4. EVALUATION PROCESS

4.1 Introduction

Tenderers must confirm in the Form of Tender that the suitability and eligibility information submitted during the Framework Competition remains correct and up to date. To the extent that there has been any change to this information, details must be provided in the Form of Tender. The Authority will consider any such change and may take any action which it deems appropriate.

The Authority proposes to enter into the Call Off Contract with the Tenderer who has submitted the most economically advantageous Tender (i.e. the highest-ranked Tender) when assessed in accordance with the award criteria identified below. In the event that the Authority is unable to conclude a contract with such highest ranked Tenderer, the Authority reserves the right to revert to the next highest ranked Tenderer(s), seriatim, and seek to conclude a contract with such Tenderer.

4.2 Award Criteria

4.2.1 The Award Criteria for this competition are as follows:

Criterion		Marks Available	Minimum Mark	Pass
Quality Criteria:	[•]	[•]	[•]	
	[•]	[•]	[•]	
	[•]	[•]	[•]	
	[•]	[•]	[•]	
	[•]	[•]	[•]	
Price	[•]	[•]	N/A	

Tenderers should note that there is minimum pass marks associated with certain of the Award Criteria (as identified above). Tenderers whose tenders do not meet this minimum pass marks will be eliminated from the process.

4.2.2 Price

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

$$1 - \frac{TenderFee - LowestTenderFee}{HighestTenderFee} \times Weighting$$

Where:

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

Using the weighting [•] for the Price Award Criterion, the maximum marks that can be achieved for the Tender Fee is [•] Marks.

4.3 Format of Response

Tenderers should be precise and succinct in their Tenders. All Tenders must contain the information required by this RFT.

4.4 Evaluation Process

Tenderers should note that the steps outlined in this section 4.4 may be conducted in parallel.

Tenders will be examined for completeness and compliance with this RFT. Tenderers' confirmations with regard to their continued fulfilment of the selection criteria and eligibility criteria under the Framework Competition will also be considered.

Tenderers not eliminated following this step will have their Quality and Pricing Submissions assessed by reference to the Award Criteria set out in section 4.2 of these Instructions.

The Authority reserves the right to interview Tenderers or request presentations from Tenderers before completing the final assessment under the Award Criteria.

The scores obtained for the Quality Criteria and the Price Criterion will be added to give a total score.

In the event that there is a tie between two or more Tenderers, the Authority shall determine which of such tied Tenderers has submitted the most economically advantageous tender by reference to the following: **[Tie Break Criteria]**.

4.5 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.

4.6 Best and Final Offer

The Authority reserves the right to seek further offers ("Best and Final Offers") from some or all Tenderers. Tenderers will be notified of the Authority's decision in this regard in due course following the assessment of tenders. If Best and Final Offers are sought they will be assessed on the basis of the award criteria set out at section 4.2.1.

5. STEPS FOLLOWING TENDER ASSESSMENT

5.1 Notification

As soon as practicable after the Authority has completed its evaluation, the Authority will notify all Tenderers of the outcome of this competition. This notification will not form the Call Off Contract or any contract or other obligation and specifically will not obligate the Authority to award or enter into the Call Off Contract.

5.2 Letter of intent

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

- Evidence of tax clearance certificate;
- [Evidence that the required insurance policy(ies) are in place].
- [any other requirements specific to the particular contract]

The issuance of a letter of intent by the Authority shall not in any way constitute the award of the Call Off Contract and the Call Off 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 Call Off Contract by the Authority and the successful Tenderer(s).

If any 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):

- executing the Call Off 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 enter into a Call Off Contract with that Tenderer.

5.3 Letter of Acceptance

The Authority may enter into the Call Off Contract by issuing a Letter of Acceptance in respect of such Call Off Contract at any time during the tender validity period.

APPENDIX I – PRICING SUBMISSION

APPENDIX II – FORM OF TENDER

[insert details ... name & address]

Reference: [insert details]

Dear Sirs,

1. Having examined in full and understood the RFT and any accompanying documentation, including the terms of the draft Call Off Contract for the above-mentioned competition issued by the (insert details) (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 and in accordance with our tender proposal.
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 Call-Off Contract in the latest form issued by the Authority before the deadline for receipt of Tenders.
3. We confirm that all of the information supplied in our Tender is true and accurate.
4. In consideration of your providing us with the tender documents, we agree not to withdraw this offer until the later of:
 - (a) 6 months from the closing date for receipt of Tenders; and
 - (b) expiry of at least 21 days written notice to terminate this tender given by us, which may not issue prior to the expiry of the period at (a).
5. We acknowledge that, save for the Framework Agreement, our irrevocable offer to keep our tender open for acceptance for the period referred to in paragraph 4 above, and the provisions of section 6.10 of the Framework RFT as incorporated into the RFT, 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 Call Off 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 the departure of the United Kingdom from the European Union (“Brexit”) and that we have taken account of Brexit in preparing our tender. We confirm that we will take all necessary steps to ensure that we can comply with our obligations under the Contract (including but not limited to our obligation to comply with applicable law) upon 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 than 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.

9. We confirm that, save to the extent disclosed in writing to the (insert client name):

- we are not aware of any relationships that we, our employees, shareholders or families have with any member or employee of the (insert client name): or with any persons advising the (insert client name): in connection with this competition;
- we are not aware of any registrable interests involving us and the (insert client name):, members of the Board of the (insert client name):, members of the Government, members of the Oireachtas or employees of the (insert client name): and
- we are not aware of any conflict of interest or potential conflict of interest arising in relation to our participation in this competition.

10. We confirm that the declarations made in the submission as part of our response to the Framework Competition remain true, accurate and up to date, save in the following respects:

[insert details of any change]_____

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

Dated this _____ day of _____ 202

Name of
tendering entity:

(IN BLOCK LETTERS)

Address:

Signed for and on
behalf of
tendering entity:

Name in block
capitals:

Official capacity
or authority:

In the presence of:

Signature of
witness:

Name of witness
in block capitals:

Witness
occupation:

Witness address:

APPENDIX III – DRAFT CALL OFF CONTRACT

APPENDIX IV – SERVICE SPECIFICATION