



REQUEST FOR TENDERS (RFT)
FOR THE PROVISION, HOSTING, SUPPORT, MAINTENANCE, AND ENHANCEMENT
OF THE RSA ONLINE TACHOGRAPH CARD APPLICATION SOLUTION

Contracting Authority	Road Safety Authority (RSA)
RSA Reference:	ET2605

IMPORTANT NOTES

Any suggestions or request for changes to the RFT documents or the terms and conditions of the Contract must be made during the time allowed for queries (see clauses 4.5 and 5.9.2 of the RFT).

Any suggestions/requests submitted in your company's Tender cannot be considered at that stage of the process. Furthermore, any assumptions or statements submitted with the Tender may qualify the Tender resulting in the elimination of such Tender (see clause 4.1.9 of the RFT).

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APPENDIX 1 – THE PRICING SCHEDULE

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APPENDIX 12 – RSA THIRD PARTY SECURITY STANDARD DOCUMENT

1 INTRODUCTION

1.1 About the RSA

1.1.1 Legal Framework

The Road Safety Authority (“**RSA**”) is a statutory body created by the Road Safety Authority Act 2006. The RSA was established on September 13th 2006 by Statutory Instrument (S.I.) Number 477 of 2006. Functions previously undertaken by the Department of Transport, the National Roads Authority and the National Safety Council were transferred to the RSA.

The Minister may by order confer on the Authority such functions of the Minister under section 2, 3, 4, 5, 7 or 9 of the Road Traffic Act 2002 or section 36(6), (7) or (8) of the Road Traffic Act 1961 as specified in the order and, accordingly, a reference to the Minister in a provision so specified or connected with it includes a reference to the Authority.

Every function of the Minister conferred on the Authority continues to be vested in the Minister but is so vested concurrently with the Authority and the Minister so as to be capable of being exercised or performed by either of them.

The functions for which the RSA is responsible are set out in the Road Safety Authority Act 2006. They include the presentation for Government approval of the Road Safety Strategy (2021 to 2030), driver testing and training, driver licensing, vehicle standards and enforcement functions, road safety promotion, driver education, and road safety research.

Members of the Board are appointed by the Minister for Transport as per Section 14 of the Road Safety Authority Act 2006. The Board consists of a Chairperson and no fewer than 6 and no more than 11 ordinary members.

1.1.2 Operational Environment

The Road Safety Authority (RSA) is a non-commercial public body created by the Road Safety Authority Act 2006. The RSA was established on September 13th 2006 by Statutory Instrument (S.I.) Number 477 of 2006 and has been self-financing since 2014.

The Department of Transport objective to promote and advance safety on our transport network has a clear link with the RSA mission to save lives and prevent injuries by reducing the number and severity of collisions on our roads.

The primary strategy for the Road Safety Authority is the [Government Road Safety Strategy 2021-2030](#), supported by the RSA Corporate Plan 2022 - 2025.

1.1.3 Purpose and Responsibilities of the RSA

The Road Safety Authority’s vision is to be world leader in road safety, driving change in attitudes and behaviours in road users and collaborating with stakeholders to save lives.

Our mission is to save lives and prevent injuries by reducing the number and severity of collisions on our roads.

The Authority’s values place the safety of the public on our roads at the heart of everything we do. Our values of integrity, accountability, making a difference, service excellence, collaboration and partnership underpin how we work with each other and for others as we pursue our commitment to making roads safe for all users.

The Authority is the lead agency for co-ordinating the delivery of the [Government's Road Safety Strategy](#) whose primary aim is to reduce the number of deaths and serious injuries on Irish roads by 50% over the next 10 years. This means reducing deaths on Ireland’s roads annually from 144 to 72 or lower and reducing serious injuries from 1,259 to 630 or lower by 2030. The Vision Zero ambition is to achieve road safety outcomes of Zero Fatalities and Zero

Serious Injuries by 2050. The road safety transformation programme supports delivery of the RSS actions and achievement of these targets. The RSA is a partner in the Road Safety Transformation Partnership Board.

Our Corporate Plan 2022–2025 contains a framework of five strategic themes to support the achievement of our ambitious objectives:

- Customer experience
- Supporting people to drive change
- Innovation in everything we do
- Organisational excellence
- Partnership and collaboration

The RSA functions are set out in Section 4 of the Road Safety Authority Act 2006 and in the Road Safety Authority (Conferral of Functions) Order 2006 (S.I. No. 477 of 2006), as well as in the Road Safety Authority (Commercial Vehicle Roadworthiness) Act 2012 and certain provisions of the Road Traffic Acts.

These functions are currently assigned under the following Directorates:

(i) Finance and Corporate Services:

This Directorate is responsible for the delivery of the Authority's internal and external facing central support services including:

- Finance;
- Procurement and Contracts Management;
- Corporate Services (Facility Management, Health and Safety, FOI)
- Risk and Audit Management
- Inhouse Legal
- Business Continuity Planning

(ii) Strategy, Performance and Transformation:

The role of strategy, performance and transformation is to oversee the road safety transformation programme and delivery of the RSA's commitments in the Road Safety Strategy, RSA corporate plan and the RSA digital, data and query management strategies. This directorate leads on customer care and deliver a range of supports services to RSA business units including performance and programme delivery, project management, business design, operational excellence and data analytics.

This Directorate works very closely across all functions within the RSA providing leadership in the deployment of information technology in the RSA and ensuring that ongoing initiatives and projects support business objectives and strategies including:

- Strategy - overall responsibility for the delivery and reporting on the performance management aspects of the RSA Corporate Strategy 2022-2025 and oversight and reporting on the Road Safety Transformation Programme;
- Transformation including project management and business analysis
- Operational Improvement
- Innovation Management
- Customer Insight
- Channel Strategy including Digital Strategy
- Data, MI Analytics & Intelligence

(iii) People, Development & Culture

The People Development and Culture directorate has responsibility for all strategic and operational HR and People matters. This Directorate plays a key role in organisational

development, supporting positive workplace culture development, development and supports the organisational capability in change competence.

This department is a key strategic enabler for the organisation across all Directorates and supports employees in the RSA across all locations. Among services offered are

- Recruitment
- Learning and Development
- Wellbeing
- Culture and staff engagement
- Internal Communications
- Organisational development
- Executive Office

(iv) Technology, Platforms & Solutions

The role of the Technology, Platforms and Solutions directorate is to provide the vision, leadership, and implementation of RSA technology strategies that align with the RSA Corporate Plan and Government's Road Safety Strategy.

The section is also responsible for maintenance, improvement and support of day-to-day technology operations including:

- Infrastructure management
- Cyber Security
- Software development
- Solutions quality assurance (QA)
- Data platform
- Technical change management
- Service desk support
- Management of third-party technology supplier contracts & performance.

(v) Customer Operations

Customer operations oversees the delivery of RSA public services including the driving test, driver theory test, driver licensing, NCT, CVRT, enforcement. The directorate brings together operational delivery in order to optimise best practice across all RSA services.

- Driver testing
- Driver theory test
- Driver licensing
- NCT
- CVRT
- Enforcement and compliance

(vi) Research, Assurance and Standards

The Research, Standards, and Assurance Directorate is responsible for the design and delivery of the research vision and strategy, formation of evidence-based policy and standards as well as the implementation of other strategic initiatives in alignment with the RSA Corporate Plan and Government's Road Safety Strategy 2021-2030.

- Research
- Driver Testing Standards
- Driver Licensing Policy & Legislation
- Vehicle Standards
- AMSA
- Medical Standards
- ADI Accreditation

(vii) Partnerships and External Affairs

The Partnerships and External Affairs Directorate encompasses the key role of raising awareness and providing education through impactful interventions to inform, motivate and support road users to change their daily road safety behaviours.

The directorate includes responsibility for communications, campaigns, education and outreach and engagement with the public and with key stakeholders.

The directorate manages key strategic partnership opportunities across both the government and non-government sectors to build sustainable and meaningful partnerships that create shared value for all stakeholders.

- Marketing communications
- Campaigns
- Road safety Education
- Community development and outreach
- Strategic partnerships
- Stakeholder relationship management (including political relationships)

1.2 This RFT

- 1.2.1 This RFT has been prepared for the purpose of providing certain information to economic operators ("**Tenderers**") interested in participating in this public procurement competition (the "**Competition**") for the services described herein (the "**Services**") to be provided to the RSA. The RSA is the contracting authority for this Competition.
- 1.2.2 In no circumstances shall the RSA, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this RFT.
- 1.2.3 The RFT is being made available by the RSA to Tenderers on the terms set out in this document.
- 1.2.4 The purpose of this RFT document is to provide potential Tenderers with the information that they need to decide whether or not to participate in this Competition by submitting a response to this RFT (a "**Tender**"). This RFT must not be used for any other purpose.
- 1.2.5 All reasonable care has been taken to ensure that the material set out in this RFT is true and accurate in all material respects as at the time of publication. However, no warranty or representation is given as to the accuracy or completeness of this material. Neither the RSA, nor any of its professional advisors accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 1.2.6 Neither the RSA nor any of its advisors will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from, this RFT or for any other written or oral communication made available during the course of this Competition. No representation or warranty is made in respect of such statements, opinions or conclusions.
- 1.2.7 This RFT supersedes all previous documentation, communications and correspondence between the RSA and Tenderers and Tenderers should place no reliance on such previous documentation and correspondence (if any).

1.3 This Competition

- 1.3.1 The RSA is availing of the open procedure available under Directive 2014/24/EU, as transposed into Irish law by the European Communities (Award of Public Authorities' Contracts) Regulations, 2016.
- 1.3.2 Tenderers are now invited to submit Tenders to undertake the Services as more particularly described at Section 3 of this RFT.
- 1.3.3 Tenders must be submitted in line with the instructions set out in Section 4 of this RFT and in particular with the requirements of clause 4.1 ("**Compliant Tenders**").
- 1.3.4 Tenders which are not eliminated for non-compliance will be assessed in line with the procedures set out in Section 5 of this RFT with the objective of identifying the Tenderer for contract award (the "**Successful Tenderer**").
- 1.3.5 Any contract that may result from this Competition (the "**Contract**") will be awarded for a duration of **24 months** (the "**Initial Contract Term**").
- 1.3.6 The RSA reserves the right to extend the Initial Contract Term for a period of **up to 12 months**, with a maximum of **four** such extensions (each the "**Extended Contract Term**") up to a maximum duration of 72 months on the same terms and conditions.
- 1.3.7 The Initial Contract Term and the Extended Contract Term(s) shall together constitute the "**Contract Term**".
- 1.3.8 The RSA reserves the right to take such steps as it considers appropriate in the Competition, including but not limited to: changing the basis of, or the procedures (including any timetable) relating to the Competition; rejecting any, or all, of the Tenders; abandoning the Competition (or any part of it) at any time prior to a formal written contract being executed by and on behalf of the RSA; or procuring the Services by alternative means.
- 1.3.9 The RSA reserves the right to amend these documents and any information contained herein. Any such changes shall be notified via eTenders.

2 GENERAL PROVISION

2.1 Consortium Bidding

- 2.1.1 Tenders may be submitted by groups of undertakings (a consortium) or individually. In the case of a consortium, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender (subject to the requirements listed in this RFT requiring an entity being relied upon to supply certain information). The entity/person who will deal with all matters relating to this Competition (the “**Prime Tenderer**”) must be identified at Section A of the Tender Response Form provided as Appendix 2 to this RFT. Please note that the RSA will only deal with the Prime Tenderer regarding all matters related to this Competition.
- 2.1.2 The Tender Response Form provided as Appendix 2 to this RFT indicates, with regard to particular sections, whether information must also be provided in respect of:
- a) all consortium members;
 - b) any other organisation upon whose resources or capacities the Tenderer proposes to rely; and/or
 - c) any sub-contractors who will play a significant role in the provision of the Services under the Contract.
- 2.1.3 Any change in relation to the composition of a consortium or the identity of proposed sub-contractors or entities being relied upon must be notified to the RSA as soon as possible. Tenderers should note that any such changes may result in disqualification of the relevant Tenderer.
- 2.1.4 The RSA reserves the right, amongst other solutions, to contract with the Prime Tenderer as prime contractor to whom the other members will be sub-contractors (in which case collateral warranties may be required from any sub-contractor as notified to the Tenderer by the RSA and entry into the Contract will be conditional upon the provision of such warranties), or to require the Contract be entered into with each member of the group on the basis of joint and several liability.

2.2 Environmental, Social and Labour Law

- 2.2.1 In the performance of the Services the Successful Tenderer including their sub-contractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU.
- 2.2.2 The Successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of providing the Services sought under this Competition.
- 2.2.3 The application of Council Directive 2001/23/EC on the approximation of laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument SI No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (“**TUPE Regulations**”), will be determined as a matter of law.

- 2.2.4 Tenderers should consult their own legal advisors as to the application of employment law and their obligations under it. The RSA is not making any representations, and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the TUPE Regulations. The cost of compliance with the TUPE Regulations (insofar as applicable) is deemed to be included in the tendered price and rates.

2.3 Publicity

- 2.3.1 Tenderers should note that publicity (by or from Tenderers) in relation to this Competition is not permitted unless and until the RSA has given express prior consent in writing to the relevant communication. In particular, but without limitation, no statements shall be made to the press or any similar organisations regarding the Competition, in any case without the prior written consent of the RSA.
- 2.3.2 Save as provided for in clause 2.5 of this RFT, the RSA reserves the right to publicise or otherwise disclose information regarding the Competition, the selection of Tenderers (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), or the selection of the successful Tenderer(s), the status of the Competition or the award of the Contract or any contract(s) at any time.

2.4 Conflict of Interest

- 2.4.1 Any actual or potential conflict of interest involving a Tenderer must be fully disclosed to the RSA as soon as it becomes apparent. In the event of any conflict or potential conflict of interest, the RSA will, in its absolute discretion, decide on the appropriate course of action, which may involve, but is not limited to, eliminating the Tenderer from the Competition.
- 2.4.2 Any registrable interest involving the Tenderer or their relatives and the RSA must be fully disclosed, or, in the event of this information only coming to the Tenderer's notice after the submission of a Tender and prior to the award of any contract(s), must be communicated to the RSA immediately upon such information becoming known to the Tenderer. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995 and 2001.
- 2.4.3 Tenderers must complete and sign the Conflict of Interest Declaration provided as Appendix 4 to this RFT.
- 2.4.4 Where any entity wishes to participate in (or be an advisor to) more than one bidding team for this Competition, it must contact the RSA promptly to seek the consent of the RSA to such arrangement. The RSA will consider the request and may seek further information from the entity. The RSA reserves the right, at its absolute discretion, to refuse to allow such multiple participation or to allow it only on the basis of certain conditions. Where Tenders are submitted without the entity complying with this clause 2.4.4, the RSA reserves the right to take such action as it considers appropriate, including (but not limited to) eliminating any one or more of the relevant Tenders from the Competition.

2.5 Freedom of Information Act 2014

- 2.5.1 The RSA is subject to legislation governing access to information, including without limitation, the Freedom of Information Act, 2014.
- 2.5.2 Should any Tenderer consider that any information supplied by that Tenderer as part of this Competition is commercially sensitive, confidential or otherwise exempt from disclosure under access to information legislation the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the reasons it believes the information is exempt from disclosure.
- 2.5.3 The RSA accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any damage or loss suffered as a direct or indirect result of such release.
- 2.5.4 Tenderers must note that it is not sufficient to include a statement of confidentiality encompassing all the information provided in the RFT.
- 2.5.5 The RSA will use reasonable endeavours to consult with the Tenderer about sensitive information before making a decision on any request received.
- 2.5.6 Tenderers should note that, on conclusion of any contract, this contract will be open to public examination to the extent required by the Freedom of Information Act, 2014 and any other applicable law.
- 2.5.7 The requirements of the Freedom of Information Act, 2014 and any other applicable law will supersede the stated requirements of the parties.

2.6 Costs of Tendering

- 2.6.1 Each Tenderer shall be liable for all of its own costs and expenses arising out of or in connection with this Competition. The RSA has no obligation whatsoever to reimburse any Tenderer any costs or expenses incurred or any liability incurred or any losses whatsoever in connection with or as a result of the participation of the Tenderer in this Competition, and whether or not the Competition results in the award of the Contract and whether or not the RSA elects to terminate the whole or part of the Competition.

2.7 Prices Quoted

- 2.7.1 All prices quoted by the Tenderer **must be** fixed and all-inclusive (i.e. including but not being limited to costs, expenses and indexation), be expressed in Euro only and exclusive of VAT. The VAT should be indicated separately.
- 2.7.2 Prices quoted in response to this RFT shall not increase over the Contract Term, save where approved by the RSA in line with Part 4 of Schedule 2 of the Contract furnished as Appendix 7 to the RFT.
- 2.7.3 Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.
- 2.7.4 Tenderers must confirm (in the Tenderer's Statement furnished at Appendix 5 to this RFT) that all prices quoted in the Tender will remain valid for a minimum of six months commencing from the Tender Submission Deadline ("**Tender Validity Period**").

Tenderers are required to further confirm that, if awarded the Contract, the fees quoted in the Pricing Schedule at Appendix 1 shall not increase over the Contract Term save where approved in line with 2.7.2 above.

2.8 Language

- 2.8.1 All correspondence or documentation submitted in response to or in relation to this RFT shall be in the English or Irish language. In circumstances where an original document which is to form part of the response or correspondence with the RSA is not in the English or Irish language, Tenderers must provide an English translation certified as accurate by the translator, together with a copy of the original document.

2.9 Law

- 2.9.1 Irish law is applicable to this Competition. The Irish courts will have exclusive jurisdiction in relation to any dispute(s) arising from or in connection with this Competition.

2.10 Non-collusion

- 2.10.1 Any Tenderer who, in connection with the Competition:

- (a) fixes or adjusts the amount or the terms of its Tender by or in accordance with any contract or arrangement with any other Tenderer (other than a member of its own consortium); or
- (b) enters into any contract or arrangement with any other Tenderer that it shall refrain from tendering or as to the amount or terms of any Tender to be submitted; or
- (c) causes or induces any person to enter into such contract or arrangement as is mentioned in either sub-paragraph (a) or (b) above or informs any Tenderer of the amount or approximate amount or terms of any Tender for the Contract; or
- (d) canvasses any of the other Tenderers in connection with the Tender; or
- (e) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival Tender; or
- (f) communicates to any person other than the RSA the amount or approximate amount or terms of his proposed Tender (except where such disclosure is made in confidence and is necessary for the preparation of the Tender),

may be disqualified (without prejudice to any other civil remedies available to the RSA and without prejudice to any criminal liability which such conduct may attract).

- 2.10.2 **Note:** Tenderers are required to return the Non-Collusion Certificate set out in Appendix 6 of this RFT with their Tender.

- 2.10.3 Tenderers' particular attention is drawn to the provision of the Competition Acts 2002 to 2017. These Acts make it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure. Please note that, should the RSA become aware of direct or indirect communications (through trade associations or otherwise) between Tenderers relating to the Contract, or which might facilitate price collusion, the RSA may disqualify such Tender(s) or Tenderers and may notify the matter to the Competition and Consumer Protection Commission with the recommendation that action be taken against such Tenderers.

2.11 Health and Safety

- 2.11.1 Tenderers must provide a statement confirming that they have taken account of their obligations pursuant to the Safety, Health and Welfare at Work Act 2005 and associated amendments in relation to the provision of the Services sought under this Competition. Failure to make the statement set out in the Tenderer's statement at Appendix 5 will render the Tender non-compliant.

2.12 Industry Terms used in the RFT

- 2.12.1 Where reference is made to a particular item, source, process, trademark or type in the RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.13 Data Protection

- 2.13.1 Tenderers are referred to the Data Protection Notice set out in Appendix 8 in respect of information provided in response to this RFT.
- 2.13.2 To the extent that the Successful Tenderer processes personal data on behalf of the RSA, it must do so in compliance with applicable law (which from 25 May 2018 includes the EU General Data Protection Regulation (Regulation 2016/679)) and in accordance with the Contract. Tenderers are directed to the provisions of the Contract for further detail in this regard.

2.14 Canvassing

- 2.14.1 Canvassing or any effort by a Tenderer to influence any staff or agents of the RSA in relation to any aspect of the Competition may result in disqualification from the Competition. Where a Tenderer has an existing relationship with the RSA or its employees, the Tenderer is advised that any discussions, correspondence, or other influences on the Competition may be treated as canvassing.
- 2.14.2 In accordance with Section 38 of the Ethics in Public Office Acts 1995 and 2001 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.
- 2.14.3 Any Tenderer who, in connection with the Tender:

- (a) offers any inducement, fee or reward to any member, officer or employee of the RSA or any person acting as an adviser for the RSA in connection with the Tender; or
- (b) does anything which would constitute a breach of the Prevention of Corruption Acts, 1889 to 2010; or
- (c) canvasses any of the persons referred to in paragraph (a) in connection with the Tender; or
- (d) contacts any officer or employee of the RSA prior to the Contract being awarded about any aspect of the Tender in a manner not permitted by the RFT,

may be disqualified (without prejudice to any other civil remedies available to the RSA and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

3 SPECIFICATION OF REQUIREMENTS

3.1 Background of the Contract

- 3.1.1 Tachograph driver cards are required by law for truck and bus drivers and for drivers of light commercial vehicles and vans with a maximum permitted weight of more than 2.5 tonnes engaged in the international transport of goods or in cabotage operations. These cards store all relevant driver data required for EU Drivers' Hours regulations including break and rest times. A tachograph company card allows passenger and haulage companies to download the data from their vehicle units.
- 3.1.2 Digital Tachograph cards were first introduced in Ireland in 2006 in line with tachograph legislation issued within the European Union, Regulations 1360/2002. In 2019, in accordance with EU Regulations 165/2014, Member States were required to migrate digital tachographs (Generation 1) to "smart" tachographs (Generation 2). In 2023, in accordance with legislative requirements, Ireland began issuing Generation 2 Version 2 Smart Tachograph cards.
- 3.1.3 Four different types of tachograph cards (i.e.: driver, company, workshop, and control cards) are provided and applications can be received for first times, replacements, renewal, and driver exchanges.
- 3.1.4 The highest volumes of tachograph cards requested are related to driver and company cards which need to be renewed every five years. The volumes of applications received are in the region of 20,000 per annum.
- 3.1.5 The RSA has a bespoke online system in place for tachograph driver and company applications which consists of various components as further described in section 3.3 below ("**the Solution**").
- 3.1.6 The Solution is used by the customers applying for tachograph cards online and by the RSA staff who use the Solution to manually input the postal applications received and to conduct edits and checks of applications. Completed applications are forwarded to the Tachograph card management system interface ("**MyID**") via an API.

3.2 Scope of the Contract

- 3.2.1 The scope of the Contract comprises the following services:
- (i) provision and hosting of the Solution and its components;
 - (ii) support and maintenance of the Solution;
 - (iii) enhancement of the Solution as and when required; and
 - (iv) contract management and reporting.
- ("the Services")
- 3.2.2 The specific requirements for each element of the Services are set out in this section 3 of the RFT.

3.3 The Solution

- 3.3.1 This section 3.3 provides an overview of the current Solution including its components and functionality. The Successful Tenderer shall be required to provide, support, and maintain the Solution on an 'as-is' basis.

- 3.3.2 As the Solution is currently hosted in the incumbent's hosting environment, the RSA envisages that where the Successful Tenderer is not the incumbent, the Successful Tenderer will need to replicate the Solution including its components and functionality on an 'as-is' basis within their own hosting environment. To facilitate this, the detailed system architecture and source code shall be shared with the Successful Tenderer following execution of the Contract. Tenderers should take note of this in the preparation of their Method Statement, as applicable – see 5.6.B of the RFT and C.2 of the Tender Response Form furnished as Appendix 2 to this RFT.
- 3.3.3 The Solution currently comprises 4 applications:
- (i) the public facing web application (which is the core component of the Solution allowing public users and company users to submit applications; it also allows the RSA staff to submit applications received by post (via secure login).
 - (ii) an intranet site for the RSA staff that enables them to process and monitor the applications online and to respond to queries;
 - (iii) a Console application, which is configured to run on a scheduled basis and perform background jobs; and
 - (iv) a Payzone API, which saves voucher details issued by a Payzone terminal.
- 3.3.4 In addition to the 4 applications mentioned in 3.3.3, the Solution also has a non-production / UAT environment, and the Successful Tenderer will be required to provide and maintain a similar UAT facility going forward.
- 3.3.5 The Solution currently supports the following card application types:
- Company Card Applications – First Time / Additional Applications
 - Company Card Applications – Renewals
 - Company Card Applications – Replacements
 - Driver Cards – New Applications
 - Driver Cards – Renewals
 - Driver Cards – Replacement
 - Driver Cards – Exchanges
 - Driver Exceptions Process
 - Multiple Applications – First Time Application
 - Multiple Applications – Renewals
 - Multiple Applications – Replacements
 - Multiple Applications – Exchanges.
- Note:** it is envisaged that additional card application types may need to be introduced into the Solution during the lifetime of the Contract. Such instances (if any) shall be managed as a development/enhancement – see 3.11 of the RFT for more information.
- 3.3.6 Further details on how the current card application types are processed within the Solution can be found in Appendix 9 to this RFT (RSA Online Tachograph Card Application Process Maps).
- 3.3.7 The Solution currently has the following functionality:
- Document Generation;
 - Email Generation;

- Localisation;
 - Help Pages;
 - Configurable Solution Parameters;
 - Integration with MyID;
 - Reports x 15;
 - Console Application:
 - Job 1 – SendApplicationsToMyID
 - Job 2 – Renewal Reminder
 - Job 3 – Get MyID Application Status
 - Job 4 – Agresso Integration
 - Job 5 – Document Required Reminder
 - Job 6 – Resync Job
 - Job 7 – Resend Failed Emails Job
 - Payment handling including a secure postal payment solution.
- 3.3.8 The application is an ASP.NET application written in C#. Visual Studio 2019 is the current IDE used, with version 4.8 of the .NET framework.
- 3.3.9 **Web pages:** web pages are XHTML based and conform to “Level AA” of the W3C Web Content Accessibility Guidelines 2.0 (WCAG 2.0).
- 3.3.10 **Localisation:** the application was developed for English-language initially but has been made available in Irish and Polish. All text that is available to the public should remain editable by RSA or as a support request via the Successful Tenderer without requiring code to be re-compiled. New languages may need a code change.
- 3.3.11 **Ajax:** Ajax is used to enhance the user experience but is used sparingly.
- 3.3.12 **Design:** the application uses the html and a graphical design that was created by IQ Content. The design also incorporates several JavaScript functions. The pages are designed exactly as in IQ pages regarding alignment and styles. Any changes to the pages that are designed by IQ Content need to be approved by RSA.
- 3.3.13 **Framework:** ASP.NET Web Forms

The application is an n-layer architecture and uses object-oriented design to create software components. As the application may be load-balanced, ASP.NET session states will be stored in a session database, not in process (in-proc). Software development will follow appropriate design patterns, particularly the repository pattern. Git is used for source code control. The Solution is separated into multiple components for maintainability:

- **Application.Core** – contains application utilities and settings, etc.;
- **Application.Services** – contains business logic and rules;
- **Domain.Model** – contains business entities;
- **Domain.Repository** – contains data access layer;
- **Web.Services** – contains web services;
- **RSA.DigiTacho.Web.UI** – contains the public facing web application;
- **RSA.DigiAdmin.Web.UI** – contains the Digi-Admin intranet web site;
- **RSA.Web.UI.Core** – contains web application utilities and functions;

- **RSAConsole** – contains the RSA Console Application.
- 3.3.14 Logging of all events is performed by log4net – all events are written to a database table and flat file. Event logging by email and windows event log is currently in operation. Data access is performed using stored procedures.

3.3.15 **Solution Components:**

The table below outlines the additional components that make up the Solution, and their version numbers:

Component	Version
Microsoft .NET Framework	4.8
ASP.NET Web Forms	.NET Framework 4.8
Windows Server 2022 Datacenter	Current
SQL Server 2022	16.0.4252.3
SQL Server Reporting Services	16.0.8564.33454
DevExpress ASP.NET Controls	10.2.8.0
Microsoft Report Viewer	11.0.2802.16
.NET Core	3.1
AntiXSS Library	3.1
AntiXSS Module	1.x
Bouncy Castle	1.8.9
iTextSharp	5.5.13.3
Html Agility Pack	1.11.57
log4net	1.2.10
Newtonsoft.Json	13.0.1
ADOX	6.x
ELMAH	1.2.2
Microsoft.AspNet.WebApi.Client	5.2.9
Microsoft.SqlServer.Types	14.0.1016
jQuery	3.6.0
jQuery Validation	1.19.5

Note: the Solution remains operational on the current platform, and the core hosting / database infrastructure is supported. However, The RSA is aware that some application-level dependencies are legacy.

- 3.3.16 Details of the metrics for the Solution are contained in the table below:

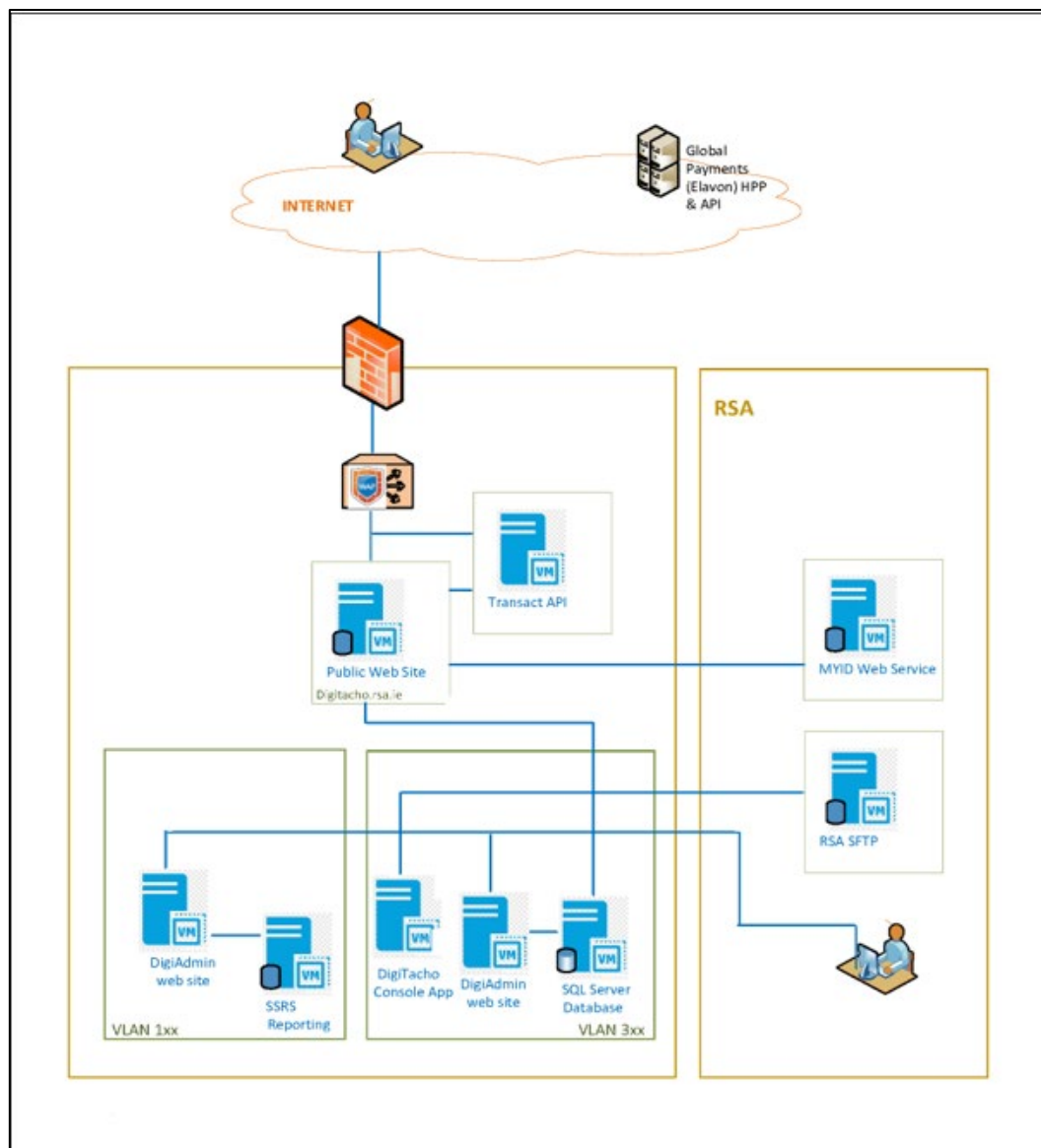
Metric	Details
Application Code	31399 LOC
Forms / Pages per web application (public portal / intranet site)	(42 + 25) = 67

DB Tables	97
DB Views	127
DB Stored Procedures / Functions	550
Total DB Scripts LOC	30,522 LOC
SSRS Reports	15

3.3.17 The web application connects to MyID using a web service that is supported by the RSA. It connects through a VPN.

3.3.18 The Solution high level architecture is provided in the Schematic 1 below:

Schematic 1: The Solution Architecture



3.3.19 Tenderers requiring more information on the Solution architecture and functions must submit a signed and dated copy of the Confidentiality Undertaking (provided at Appendix 10 to this RFT) via the eTenders Messaging Facility no later than **Wednesday 30 September 2026**.

- 3.3.20 Tenderers are not permitted to make any alteration whatsoever to the Confidentiality Undertaking other than filling in the required information and signing same.
- 3.3.21 The RSA shall send the information to those Tenderers that meet the requirements set out in 3.3.19 and 3.3.20 by COB on **Friday 2 October 2026**.

3.4 Payment Gateways

3.4.1 Online Payment Gateway

- 3.4.1.1 The Solution currently utilises an online payment gateway – provided by Global Payments – which is paid for and managed by the incumbent service provider. This is a hosted payment page with RSA branding. In the event where the Successful Tenderer is not the incumbent, a similar payment gateway (whether Global Payments or otherwise) will need to be established as part of the setup and transition of the Solution.
- 3.4.1.2 Where an alternative online payment gateway is to be established, the Successful Tenderer shall be required to ensure that it is secure and compliant with applicable payment and data protection requirements (i.e. PCI DSS).

3.4.2 Offline Payment Gateway

- 3.4.2.1 The Solution also provides an option for applicants who do not wish to apply online to purchase a payment voucher through a third-party retail payment network (currently via Payzone) and submit their application by post. In such cases, the application is subsequently entered into the Solution by the RSA, including the e-voucher reference number to enable verification of payment.
- 3.4.2.2 In the event where the Successful Tenderer is not the incumbent, a similar offline payment gateway (whether via Payzone or otherwise) will need to be established as part of the setup and transition of the Solution.
- 3.4.2.3 Where an alternative offline payment gateway is to be established, the Successful Tenderer shall be required to ensure that any such facility:
- is fully secure and compliant with applicable payment and data protection requirements (i.e. PCI DSS);
 - supports the recording and validation of the relevant voucher or transaction reference within the Solution; and
 - provides an effective mechanism to support tracking, matching, and reconciliation of payments received through the retail payment network and the corresponding application processed within the Solution.
- 3.4.3 Where the provision of any online or offline payment gateway requires integration with, or contractual arrangements with, a third-party provider (e.g. Global Payments, Payzone, or equivalent), this shall be the responsibility of the Successful Tenderer.

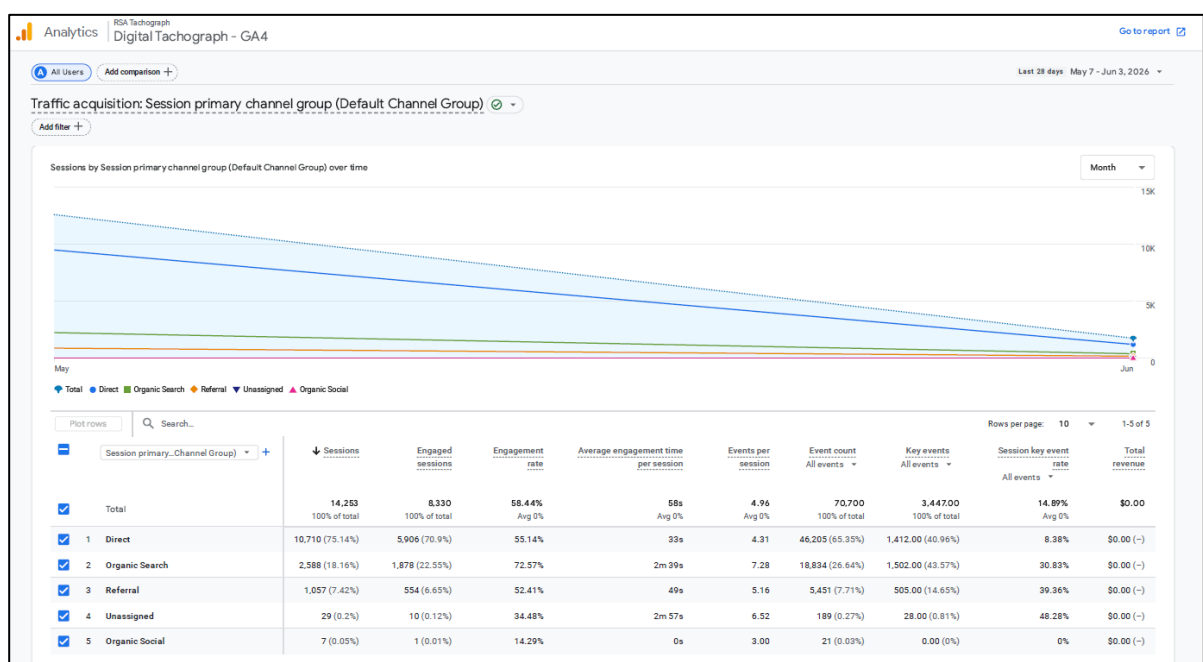
3.5 Hosting of the Solution

- 3.5.1 The Successful Tenderer must host the Solution in a data centre that is PCI SAQ A-EP compliant and in accordance with requirements set out in Schedule 8 (Service Level Agreement) of the Contract.
- 3.5.2 Tenderers should note that the Solution is currently hosted as IaaS in the incumbent's Azure AVS subscription. The web servers are currently running Windows Server 2022, IIS10 and .NET v4.8. The RSA Data is stored in Tenderer's PCI Zone Microsoft SQL Server version 16 database. The Console application is setup to run on the Windows Server 2022 server.

The web application connects to MyID using a web service and it connects through a VPN.

3.6 Public Website Traffic

- 3.6.1 The image below shows public website traffic from the period of May 7- June 3, 2026. This is representative of general website traffic.



3.7 Third Party Licencing / Hardware

- 3.7.1 Tenderers should note that the Successful Tenderer shall be responsible for securing, managing and maintaining all third-party licencing or hardware necessary to provide, host, support, manage, and maintain the Solution during the lifetime of the Contract. All fees and rates quoted in the Pricing Schedule must therefore be inclusive of any such third-party licencing or hardware, where applicable.

3.8 Support and Maintenance of the Solution

- 3.8.1 The Successful Tenderer shall be responsible for supporting, managing, and maintaining the Solution in line with the Service Levels set out in Schedule 8 (Service Level Agreement) of the Contract and the RACI Responsibilities Matrix furnished as Appendix 11 to the RFT.
- 3.8.2 The Successful Tenderer shall provide the required support during the hours of 9:00am to 5:00pm Monday to Friday (excluding Irish Public Holidays).
- 3.8.3 The Successful Tenderer shall provide a help desk that will support the RSA with technical issues by phone and via email. The Help Desk will be available 24 x 7 for logging of all faults/incidents and all Severity Levels by the RSA.
- 3.8.4 The Successful Tenderer shall be required to put in place a Performance Monitoring Solution in accordance with Part C of Schedule 8 (Service Level Agreement) of the Contract and take such steps as is necessary to ensure that the Solution and its integrations are functioning normally and resolve the incidents in line with incident management requirements set out in 3.10 below.
- 3.8.5 The Successful Tenderer shall be responsible for release management of any new versions of the Solution or part(s) thereof.

3.9 Operational Service Requests

- 3.9.1 The Successful Tenderer shall be required to provide routine operational service requests as part of the support and maintenance services which may include, but are not limited to:
- renewal, replacement, installation and maintenance of security certificates and related certificate management activities;
 - administration requests, including mailbox configuration, message delivery restrictions, distribution groups, transport rules, relay settings, sender permissions, shared mailboxes and similar routine administration activities;
 - user account administration, including account creation, modification, permission changes, access amendments, group membership management and account decommissioning;
 - operating system patching, security updates and routine maintenance of servers;
 - planned out-of-hours implementation of routine patching, updates and maintenance activities where such work forms part of normal operational support, including post-patching testing to ensure system is operating normally. Tenderers should note that the RSA operates a monthly operating system patching cycle;
 - routine configuration changes required to maintain service performance, security, compliance or operational continuity; and
 - other operational activities reasonably considered part of ongoing administration and maintenance of the Solution.
- 3.9.2 Routine operational service requests which:

- (i) refer to the administration, maintenance, support, security, patching, configuration, operation or upkeep of the Solution; **or**
- (ii) do not exceed three hours effort to complete;

shall be deemed to be **“Routine Service Requests”**.

- 3.9.3 The classification of an operational service request as a Routine Service Request or a Non Routine Service Request (see 3.9.7) shall be determined primarily by the nature and purpose of the work and not solely by the time required to complete it.
- 3.9.4 A request shall remain a Routine Service Request where it relates to the administration, maintenance, support, security, patching, configuration, operation or upkeep of Solution and its associated components / integrations, irrespective of whether the effort required exceeds three (3) hours.
- 3.9.5 For clarity, the three (3) hour threshold is intended solely as a management and reporting measure and shall not, of itself, entitle the Successful Tenderer to reclassify a Routine Service Request as a Non Routine Service Request (see 3.9.7 below).
- 3.9.6 The provision of Routine Service Requests, up to a maximum cap of **20 hours per month, must** be included in the support and maintenance fees quoted by Tenderers in Part B of the Pricing Schedule (furnished as Appendix 1 to the RFT).
- 3.9.7 A **“Non Routine Service Request”** shall be defined as an operational service request that:
 - (i) does not relate to the administration, maintenance, support, security, patching, configuration, operation or upkeep of the Solution;
 - (ii) introduces new functionality, infrastructure, or services not currently in scope; or
 - (iii) constitutes a discrete project rather than operational maintenance.
- 3.9.8 In the event of any dispute as to whether an operational service request constitutes a Routine Service Request or a Non Routine Service Request, the request shall be treated as a Routine Service Request until the Successful Tenderer can demonstrate to the RSA’s satisfaction that the request falls within the definition of a Non Routine Service Request.
- 3.9.9 Where the RSA and the Successful Tenderer agree an operational service request to be a Non Routine Service Request, this shall be formalised in writing and the Non Routine Operational Service Request shall be paid for in line with the rates set out in Part 3 of Schedule 3 of the Contract (Payment for Additional Services).
- 3.9.10 The Successful Tenderer shall be required to obtain the RSA’s prior written approval before commencing work on any Non-Routine Service Request.

3.10 Incident Management

- 3.10.1 The Successful Tenderer will be required to log, manage, and maintain a list of all issues / incidents relating to the Solution.
- 3.10.2 Where any issue with the Solution is identified (either by the Successful Tenderer, the RSA, or the RSA’s agents/third party contractors), the Successful Tenderer will

be required to log, manage, and track the issue in line with ITIL incident management processes.

- 3.10.3 The Successful Tenderer will be required to respond to and resolve any such issues in line with the target timeframes set out in Schedule 8 (Service Level Agreement) of the Contract, as applicable to the priority of the incident.

3.11 Development and Enhancement of the Solution

- 3.11.1 Tenderers should note that various changes and/or developments and/or enhancements of the Solution ("**Solution Enhancement(s)**") may be required over the Contract Term.

- 3.11.2 It is expected that such Solution Enhancements (if any) will be prompted by factors such as:

- bugs and/or issues identified with the Solution; or
- change requests resulting from legislation changes and/or the need for integration of new card application types and/or other functionality with significant efficiencies or benefits.

- 3.11.3 An indicative example of the types of Solution Enhancements that may be required include, but are not limited to:

- (i) addition of new card application types (e.g. workshop and control card applications, etc.);
- (ii) development of a documentation upload facility for applicants and/or RSA staff;
- (iii) development of methods for data extraction / integration with RSA data staging layer;
- (iv) improvements in terms of reconciliation of offline payment process.

- 3.11.4 The Successful Tenderer will be required to work in partnership with the RSA on the design and implementation of any Solution Enhancements.

- 3.11.5 Where a Solution Enhancement is required by the RSA, the Successful Tenderer shall develop the Solution Enhancement from the ground up going through all phases of a typical software development cycle, set out below.

(i) Requirements Analysis Phase

The Successful Tenderer will be required to analyse the requirements for their validity and clarity and produce a "**Requirement Specification Document**" to be agreed and signed off by both the Successful Tenderer and the RSA. This will be a key input into the next phase.

(ii) Design Phase

In this phase, the Successful Tenderer will be required to prepare the Solution Enhancement design from the Requirement Specification Document prepared in the previous phase. The design documentation will need to be agreed and signed off by both the Successful Tenderer and the RSA prior to proceeding to the implementation phase.

(iii) Development Phase

In this phase, the Successful Tenderer will be required to complete the development work based on the outputs from the Design Phase;

(iv) Testing Phase

In this phase, the Successful Tenderer will be required to test the Solution Enhancement to make sure that it delivers / meets the requirements set out in the Requirement Specification Document, as signed off by both parties in the Requirements Analysis Phase. All defects identified during testing phases, including UAT, must be documented, prioritised, resolved by the Successful Tenderer, and subject to re-testing until the Solution Enhancement meets the agreed acceptance criteria.

The type of testing that may need to be conducted includes: unit testing, integration testing, functional system testing, and non-functional testing (e.g. compatibility, load, stress, DR testing etc.). Once the Successful Tenderer signs off on their testing, the RSA will then perform User Acceptance Testing (“UAT”).

(v) Deployment Phase

After UAT sign off, the Successful Tenderer will be required to manage the sign-off of the release candidate build (including Product Release Authorisation, Project Initiation Document, stakeholder signatures, release authorisation, etc.) The Successful Tenderer will also ensure that all supporting documentation, deployment plans, and operational readiness activities are completed and approved prior to production release.

(vi) Go-Live/Support and Maintenance Phases

Once the Solution Enhancement is deployed to the production environment, the project will move into the Support and Maintenance phase.

The Successful Tenderer will be responsible for all support and maintenance activities in this phase including any changes implemented under the project. The Successful Tenderer will also work closely with RSA ICT on any components of the Solution Enhancement that are to be supported by the RSA ICT team.

- 3.11.6 All development work (including code base, database objects such as design, scripts and reports) used in any Solution Enhancement shall be easily accessible, reviewable, source controlled and reusable by the RSA.

3.12 Cyber Security

- 3.12.1 The Successful Tenderer shall be required to put in place a comprehensive cyber security programme for this Contract which complies with the RSA's Third-Party Security Standards furnished as Appendix 12 to the RFT.
- 3.12.2 The associated risk category applicable to this Contract is defined in the RSA's Third Party Security Standard Document as **Category 2** – see Appendix 12 for more information.

3.13 Sustainability

- 3.13.1 The Successful Tenderer will be required to embed best practices and principles of sustainability into the delivery of the Services to ensure that impact on the environment is limited to the greatest degree possible, including incorporating environmentally friendly initiatives or features that reduce the carbon footprint or improve sustainability relating to the delivery of this Contract.

3.14 Governance

- 3.14.1 The Successful Tenderer shall establish structured governance procedures and controls for the transition to the new Contract and for any Solution Enhancements (if any).
- 3.14.2 The governance structure must include, but is not limited to:
- Team Structure including roles and responsibilities
 - Reporting – objective, frequency, content, audience
 - Meetings – objective, frequency, attendees
 - Approval procedures (signoffs)
 - Escalation Procedures

3.15 Other Requirements

- 3.15.1 The Successful Tenderer shall, as part of the Services, maintain and update the information and documentation relating to the Solution architecture and data structures as relevant, including:
- the solution specification – see Schedule 10 of the Contract;
 - database schema, entity relationship diagrams, and data dictionary;
 - any database code or stored procedures triggers or logic required by the RSA including calculated database fields; and
 - any other information as required by the RSA.
- 3.15.2 For avoidance of doubt, existing information and documentation shall be made available to the Successful Tenderer following execution of the Contract.

3.16 Data Recording, Processing and Reporting

- 3.16.1 All data collected by the Successful Tenderer in the performance of the Services is the property of the RSA and must not be used for anything other than for the purpose it was collected.
- 3.16.2 The Successful Tenderer may from time-to-time be required to collate and/or transfer to the RSA (in excel or csv format) other data gathered in the performance of the Services at no extra cost to the RSA.
- 3.16.3 It will be the responsibility of the Successful Tenderer to ensure that all data is recorded and treated appropriately in line with General Data Protection Regulations.

- 3.16.4 Unless otherwise agreed, the Successful Tenderer may also be required to prepare ad-hoc reports from time-to-time (e.g. following a parliamentary request, CEO updates etc.) and such reports shall be provided at no extra cost to the RSA.

3.17 Service Levels

- 3.17.1 The Successful Tenderer shall be required to ensure that the Services are delivered in line with the Service Levels set out in Schedule 8 (Service Level Agreement) of the Contract.

3.18 Contract Management and Reporting

- 3.18.1 Tenderers are required to nominate a dedicated relationship manager ("**Contractor Relationship Manager**") who will act as the main point of contact for the RSA over the lifetime of the Contract and who will have the overall responsibility for ensuring the successful delivery of the Contract. The Contractor Relationship Manager must have the authority to deal with matters arising in relation to the Contract.
- 3.18.2 The RSA will also nominate a relationship manager ("**the RSA Relationship Manager**"). Unless otherwise specified by the RSA all communications in relation to the Contract must be directed to the relevant RSA Relationship Manager.
- 3.18.3 The Tenderer will be required to nominate a dedicated Implementation Manager ("**the Implementation Manager**") who will be responsible for the service set up and transition to the new Contract and any future development/enhancements.
- 3.18.4 The Tenderer will also be required to nominate a dedicated Service Delivery Manager ("**the Service Delivery Manager**") who will be responsible for the delivery and ongoing support of the Solution.
- 3.18.5 The Contractor Relationship Manager will be required to attend monthly management and operational meetings ("**Performance Review Meetings**") to monitor the Service delivery. At least one of these meetings per annum may take place in-person, in the RSA offices in Loughrea (or in the Successful Tenderer's offices upon mutual agreement of both parties), with the rest of the meetings taking place online. Unless agreed otherwise, the meetings shall be held on a recurring basis on the second week of every month.
- 3.18.6 The meetings shall be attended by the Contractor Relationship Manager and the RSA Relationship Manager, and members of the contract/project management team as deemed appropriate by either party (e.g. Implementation Manager, Service Delivery Manager, etc.).
- 3.18.7 During such meetings the Parties shall review Service Level achievement and agree any performance adjustments as defined in Schedule 8 (Service Level Agreement) of the Contract, discuss opportunities for improvement, review progress with continuous improvements implemented, plan for any forthcoming changes, and deal with any other matters of relevance to the Contract. In addition, the Relationship between the Contractor and the RSA will be discussed.
- 3.18.8 The Successful Tenderer shall be responsible for providing detailed minutes and actions after each meeting. The minutes shall be circulated by the Successful

Tenderer no later than 3 working days after the meeting. Minutes must clearly set out items discussed and any resulting actions and who is responsible for the actions.

- 3.18.9 A suite of reports ("**Performance Review Reports**") as set out in Schedule 8 of the Contract must be provided by the Successful Tenderer.
- 3.18.10 All reports provided must be appropriate, modern, flexible, and align to best practice data architecture in terms of minimising data duplication and adopting a 'capture once use many' principle to be discussed with RSA on contract signing.
- 3.18.11 A 12-month schedule of dates for circulation of agreed reports and a schedule for all Performance Review Meetings will be agreed between both Parties at the start of each Contract Year.
- 3.18.12 A quarterly report detailing the previous quarter must be submitted by the Successful Tenderer within 10 working days following the end of the relevant quarter.
- 3.18.13 Each year an annual report must be submitted by the Successful Tenderer by the 31st of January. This report must detail all agreed metrics from January to December of the previous year.
- 3.18.14 Ad hoc reports may be requested by the RSA at any time and the due date agreed by both parties.

4 ADMINISTRATIVE REQUIREMENTS

4.1 Completion of Tenders and Tender Compliance

4.1.1 Tenderers are required to complete and submit the following documents as part of their Tender:

- (i) the Pricing Schedule attached to this RFT as Appendix 1;
- (ii) the Tender Response Form attached to this RFT as Appendix 2;
- (iii) a Transition Plan detailing the stages, tasks, resources, and RSA input that will be required in order to ensure a seamless transition to the new Contract;
- (iv) the Article 57 Declaration attached to this RFT as Appendix 3 (which must be completed by the Tenderer, as well as any entity being relied upon in accordance with clause 5.4 of this RFT);
- (v) the Conflict of Interest Declaration attached to this RFT as Appendix 4;
- (vi) the Tenderer's Statement attached to this RFT as Appendix 5; and
- (vii) the Non-Collusion Certificate attached to this RFT as Appendix 6.

4.1.2 Please note that the following documents should be considered in Tender preparation but **do not** need to be submitted as part of your Tender:

- (i) the Contract attached to this RFT as Appendix 7 will only be required from the Successful Tenderer at the contract signing stage. However, this document should be reviewed carefully to ensure that the Tenderer can meet the stated Terms and Conditions (if awarded the Contract) and that the Tender is prepared in accordance with same. See clause 5.9 for more information on the Contract;
- (ii) Appendices 8 to 12 are provided for information purposes only.

4.1.3 The list of documents at clause 4.1.1 above is for the assistance of Tenderers but should not be relied on as being definitive or as accurately reflecting the RFT requirements. The RSA does not accept any responsibility for any omission from the above list or from any Tenders. Tenderers are advised to read this RFT and any appendices in full in order to ensure they provide a comprehensive response to the RSA's requirements.

4.1.4 The Tender and all supporting documentation should be page numbered and cross referenced to the RFT where appropriate and be fully indexed. Each appendix must be submitted as a separate document and must be named in the same manner as per clause 4.1.1 of this RFT.

4.1.5 Tenderers are not permitted to make any alteration whatsoever to the Pricing Schedule, the Tender Response Form, Article 57 Declaration, the Conflict of Interest Declaration, the Tenderer's Statement and the Non-Collusion Certificate, other than filling in the required information and saving in a PDF format, in line with requirements of 4.2.6 of this RFT.

4.1.6 All documents requiring a signature **must** be signed by an authorised signatory of the Tenderer, such as a Director or Partner of the Tenderer or any person with powers of representation, decision-making or control in relation to the Tenderer.

- 4.1.7 All prices set out in the Pricing Schedule must be fully priced in euros (€), totalled and exclusive of VAT. Applicable VAT rate must be shown separately.
- 4.1.8 Tenders must be prepared and submitted in accordance with the requirements contained in this RFT. All Tenders will be initially reviewed for completeness and for compliance with the requirements set out in the RFT. The RSA's decision on whether a Tender is compliant will be final.
- 4.1.9 Tenders must not include or be accompanied by any qualification(s), assumption(s) or statement(s) that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 4.1.10 If a Tenderer fails to comply in any respect with the requirements set out in the RFT (including by failure to provide sufficient detail or adequate explanation), or is ambiguous or unclear, the RSA may in its absolute discretion:
- (a) reject the relevant Tender as non-compliant;
 - (b) without prejudice to the RSA's right to reject the Tender, seek clarification from the Tenderer in respect of the relevant Tender including requesting the Tenderer to provide the RSA with information or items which have not been provided or have been provided in an incorrect form; and/or
 - (c) without prejudice to the RSA's right to reject the Tenderer, waive a requirement which, in the opinion of the RSA, is minor, procedural or non-material.
- 4.1.11 Tenderers should note that the onus is on Tenderers to fully respond to this RFT (including, without limitation, to demonstrate compliance and demonstrate that they meet the selection criteria). The RSA is under no obligation to seek clarifications or supplemental information but has the right, at its absolute discretion, to do so.
- 4.1.12 Any Tender that is rejected for non-compliance will not be evaluated further.

4.2 Tender Submission

- 4.2.1 Tenderers must submit their Tender via the eTenders post-box facility on www.etenders.gov.ie by **10:00am (Irish Local Time) on Thursday 29 October 2026** ("**the Tender Submission Deadline**").
- 4.2.2 The RSA may, at its absolute discretion, extend the Tender Submission Deadline. Any extension will be notified in writing before the original Tender Submission Deadline.
- 4.2.3 The onus is on Tenderers to ensure that their Tenders reach the eTenders post-box on time. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. Tenderers should also note that after the Tender Submission Deadline has passed, the uploading facility will be removed from eTenders. Accordingly, after the Tender Submission Deadline has passed, it will not be possible to upload Tenders to the eTenders post-box.
- 4.2.4 Please note that maximum size limits may apply to submissions and/or file uploads on the eTenders website. Please refer to the eTenders website for more definitive guidance on limits in this regard.

- 4.2.5 Neither the RSA nor eTenders take responsibility for documents which do not reach them by the Tender Submission Deadline, for any reason. It is advised that Tenderers give sufficient time to upload all documents.
- 4.2.6 Tenders should be submitted in PDF format to ensure document compatibility.
- 4.2.7 Tenderers must ensure that the documents are legible and that they are not corrupt. Neither the RSA nor eTenders take responsibility for corruption or illegibility of documents.
- 4.2.8 Faxed, emailed or posted Tenders **will be rejected**.

4.3 Tender Validity Period

The Tender shall constitute an irrevocable offer valid for acceptance by the RSA until the later of:

- a) the expiry of a period of six (6) calendar months from the Tender Submission Deadline; and
- b) the expiry of twenty one (21) days' written notice from the Tenderer of an intention to withdraw the Tender, which notice may not issue until the expiry of the period set out at a) above,

or such further period as may be agreed by the parties.

4.4 Supplemental Information

- 4.4.1 The RSA reserves the right to update, delete, vary, extend or alter this RFT and the information and documents contained herein by notice in writing to Tenderers (including, for the avoidance of doubt, where arising from a query, whether confidential or otherwise).
- 4.4.2 Any advice of a modification to the RFT shall be issued as an addendum to, and shall be deemed to constitute part of the RFT. If the RSA considers it necessary, the RSA may revise the Tender Submission Deadline accordingly.

4.5 Queries

- 4.5.1 Tenderers may not address queries to, or communicate with, the RSA other than in the manner provided for in this section 4.
- 4.5.2 Tenderers may submit queries via the eTenders website (Question and Answer function) at www.etenders.gov.ie. Queries may not be made verbally or by any other means.
- 4.5.3 Queries must be submitted not later than **5:00pm on Wednesday 7 October 2026** ("**Deadline for Queries**"), although the RSA reserves the right (but is not obliged to) respond to queries received after the Deadline for Queries. The RSA will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. The RSA does not propose to respond to queries seeking interpretation of this RFT.

- 4.5.4 Where appropriate, questions may be amalgamated. Tenderers should note that, subject to clause 4.5.7 to 4.5.9 below, the RSA will not make responses or clarifications to individual Tenderers privately, unless the response to the query is of no relevance or importance to other Tenderers.
- 4.5.5 RSA Replies will be issued via the eTenders website by **COB on Wednesday 21 October 2026**.
- 4.5.6 No approach of any kind in connection with this RFT can be made to any other person within, or associated with, the RSA and any attempt to do so may, at the RSA's absolute discretion, result in the elimination of the Tenderer from further participation in this Competition.
- 4.5.7 If a Tenderer believes a query and/or its response is confidential or commercially sensitive, it must mark the query as "confidential" or "commercially sensitive". If the RSA, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and the responses will be kept confidential (subject to the RSA's obligations under law).
- 4.5.8 If the RSA is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer accordingly and require the Tenderer to either withdraw the query or to raise any objection within three (3) calendar days of such notification and to state the grounds for its objection.
- 4.5.9 If the Tenderer does not withdraw the query or raise any objection within the specified period, or the RSA is of the opinion that, notwithstanding the objection of the Tenderer or the withdrawal of the query, the query is not confidential or commercially sensitive, the RSA may issue the query and its response to all Tenderers.

4.6 Tenderers Briefing

- 4.6.1 The RSA intend to hold an **in-person** Tenderers Briefing on the morning of **Tuesday 29 September 2026** in **Dublin, Ireland** during which the RFT documentation and Tender submission requirements will be explained in order to aid Tenderers in the preparation of their Tenders. For avoidance of doubt, the specification of requirements will not be discussed and any questions relating to same must be addressed via eTenders in line with provisions of clause 4.5 (Queries) of this RFT.
- 4.6.2 Tenderers wishing to attend the Tenderers Briefing must confirm their intention to attend and provide the details of their attendees via the eTenders messaging facility no later than **25 September 2026**.
- 4.6.3 The time and details of the Tenderers' Briefing shall then be shared with those Tenderers who express their interest in attending the Briefing in line with requirements set out in 4.6.2.

4.7 Presentations

- 4.7.1 The RSA reserves the right to invite some or all of the Tenderers to present their Tenders at a meeting with the RSA at a time to be arranged by the RSA.
- 4.7.2 Unless the RSA decides not to conduct such presentations, all marks remain provisional until the presentations have been conducted.

- 4.7.3 Tenderers should note that they have no guarantee of being invited to present. Tenderers should therefore ensure that they are satisfied with the content of their written Tender and should not assume that they will be afforded an opportunity to make a presentation.
- 4.7.4 The presentation will focus on verification of the details provided in the Tender. Verification will be sought by means of detailed exploratory questions related to the information provided.
- 4.7.5 Additional marks will not be awarded for the presentation. However, the presentation may be used to moderate the provisional marks awarded initially in respect of the Tender. For example, the provisional marks may be adjusted downwards in the event that the presentation fails to demonstrate the information set out in the Tender to the satisfaction of the RSA. Similarly, the provisional marks may be adjusted upwards in the event that the presentation has clarified and clearly demonstrated the information set out in the Tender to allay any concerns that the RSA may have had in this regard.
- 4.7.6 The person(s) presenting must be person(s) proposed to work on the RSA account, if successful.
- 4.7.7 Tenderers should note that no additional material or documents can be given to the RSA at the presentation.
- 4.7.8 Full details of any arrangements will be provided prior to the date of the presentation (if any). All costs and expenses associated with such presentations shall be borne by the Tenderer. Failure to attend at the presentation at the specified time may result in the elimination of the Tender, however the RSA reserves the right to facilitate a reschedule sought by a Tenderer, at its absolute discretion.
- 4.7.9 The scores will be finalised following the presentations.
- 4.7.10 The RSA will not provide verbal feedback to the Tenderer or to the presenters during or following the presentation.

5 TENDER EVALUATION

Tenderers should note that the steps outlined in this section 5 may be conducted in parallel or in a different order.

5.1 Completeness and Compliance

- 5.1.1 Tenders will be reviewed for completeness and compliance in accordance with clause 4.1 above.

5.2 Selection Criteria

- 5.2.1 All Tenderers must demonstrate that they can meet the Selection Criteria as set out in the table below. Tenderers will either **pass or fail** these Selection Criteria. **Tenderers that fail any of the Selection Criteria will be eliminated from the Competition and will not be assessed further.**

Selection Criteria	Weighting	Minimum Score Required
A. Turnover	Pass/Fail	Pass
B. Insurance	Pass/Fail	Pass
C. Tax Clearance	Pass/Fail	Pass
D. Professional Capacity	Pass/Fail	Pass

- 5.2.2 For the purpose of responding to this RFT, it shall suffice for the Tenderer to complete and submit either (i) the European Single Procurement Document (ESPD) or (ii) the Self Declarations set out in Part B.1 of the Tender Response Form (Appendix 2 to the RFT) in respect of the following Selection Criteria only:
- A. Turnover
 - B. Insurance
 - C. Tax Clearance.
- 5.2.3 For the avoidance of doubt, Tenderers may not simply respond to Selection Criterion D (Professional Capacity) by way of ESPD or Self Declaration. A full response to Criterion D is required to be provided with the Tender.
- 5.2.4 Tenderers should note that the RSA reserves the right to seek evidence substantiating the declarations made in the ESPD or any Self Declarations made in the Tender at any time. If a Tenderer fails to produce the evidence within seven calendar days from the date of RSA request for such evidence (or such other period as RSA may indicate), the RSA reserves the right to take such steps as it deems appropriate.
- 5.2.5 Where a Successful Tenderer has been requested to provide evidence and fails to do so within the relevant period, the RSA reserves the right to award the Contract to the next highest ranked Tenderer.

5.3 Explanation of Selection Criteria

5.3.A Turnover

5.3.A.1 A Tenderer must have achieved a turnover of at least €300,000 in each of the three previous financial years.

5.3.A.2 **Tenderers should note that:**

- i. For the purpose of responding to this RFT, it shall suffice for the Tenderer to declare, by way of ESPD or the Self Declaration in Part B.1 of the Tender Response Form, that it can meet this requirement. The RSA reserves the right to seek evidence substantiating such declaration at any time.
- ii. Tenderers, upon request, must promptly provide the RSA with evidence of this turnover (e.g. an extract from its audited accounts), together with any additional information that the RSA may request for the purposes of assessing whether the Tenderer meets the stated minimum requirement. The information provided must be representative and accurate as at the date of submission of its Tender to the RSA.
- iii. Where, in accordance with clause 5.4, the Tenderer is relying on another entity to which it is directly or indirectly linked, whatever the legal nature of those links may be (including, but not limited to, for example, reliance on a parent company's resources) to meet the minimum turnover requirements, the evidence required by this clause 5.3.A.2 must also be provided in respect of such parent company or other entity promptly upon request by the RSA.

5.3.B Insurance

5.3.B.1 The Successful Tenderer will be required, at a minimum, to take out and maintain at its sole cost and expense the insurance levels stated in the table below in line with Clause 13 (Insurance) of the Contract.

Insurance Type	Level Required
Employers Liability (or equivalent)	Minimum legal requirement or market standard in terms of employer's liability insurance / equivalent worker compensation scheme for the country in which the Tenderer operates.* (e.g. €13million if operating in the Republic of Ireland, etc.).
Public Liability	€6,500,000
Professional Indemnity	€1,000,000
Cyber Liability	€5,000,000

**Note: If Tenderer does not operate in Ireland but the Tenderer's employees are required to travel to Ireland to perform elements of the Services, then additional Employer's Liability cover may be required.*

- 5.3.B.2 If the Successful Tenderer is a consortium, each member must meet each of the above requirements or, alternatively, be covered by the insurance of another member if it does not meet a particular requirement.
- 5.3.B.3 For the purpose of responding to this RFT, it shall suffice for the Tenderer to declare, by way of ESPD or the Self Declaration in Part B.1 of the Tender Response Form, that it can meet this requirement. The RSA reserves the right to seek evidence substantiating such declaration at any time.

5.3.C Tax Clearance

- 5.3.C.1 Tenderers must have proof of valid tax clearance. It will be a condition of any contract award arising out of this Competition, that the Successful Tenderer shall, for the Contract Term, comply with all EU and domestic tax laws. Tenderers shall produce, prior to Contract award, evidence of their tax clearance status as described below. Tenderers are referred to www.revenue.ie for further information.
- 5.3.C.2 For the purpose of responding to this RFT, it shall suffice for the Tenderer to declare by way of ESPD or Self Declaration in Part B.1 of the Tender Response Form that they can meet the above requirement. However, the RSA reserves the right to at any time require a Tenderer to substantiate this declaration, by supplying their Tax Clearance Access Number and Tax Reference Number to facilitate on-line verification of the Tenderer's tax status by the RSA. By supplying these numbers the Successful Tenderers acknowledge and agree that the RSA has the permission of the Successful Tenderer to verify its tax cleared position online. In the case of a non-resident Tenderer, a statement from the Revenue Commissioners confirming suitability on tax grounds may be supplied as an alternative to the Tax Clearance Access Number and Tax Reference Number.
- 5.3.C.3 Tenderers will be given seven (7) calendar days (or such other period as RSA may indicate) to produce the relevant information. If a Tenderer fails to produce the information within the required period, the RSA reserves the right to (but is not obliged to) award the Contract to the next highest ranked Tenderer.

5.3.D Professional Capacity

- 5.3.D.1 A Tenderer's Professional Capacity will be assessed in terms of its previous experience, which must be demonstrated by providing the details of **two previous contracts** that have been successfully performed by the Tenderer (or the entity being relied upon pursuant to 5.4 of the RFT) in the **last five years** (being the 36 months immediately prior to the Tender Submission Deadline).
- 5.3.D.2 The contracts provided must be similar in scope, nature and complexity to the Services sought under this Competition.
- 5.3.D.3 For the avoidance of doubt, a '*similar contract*' means a contract that relates to the support, maintenance, and development / enhancement of a .NET framework-based software solution.
- 5.3.D.4 In addition, a **minimum of one** of the contracts provided must have included hosting services for the given software solution (e.g. via Infrastructure as a Service

(IaaS)).

- 5.3.D.4 Tenderers may not simply declare that the above requirement is met by way of ESPD or Self Declaration. The RSA requires Tenderers to demonstrate their Professional Capacity by reference to information contained in the Tender (without prejudice to the RSA's rights pursuant to clause 4.1.8 of this RFT).
- 5.3.D.5 Tenderers should not submit more than three previous contracts in response to this criterion. If any response to this criterion consists of more than three previous contracts, then RSA will review the first three only and will disregard subsequent reference contracts.

5.4 Reliance on Other Entities

- 5.4.1 Where in order to meet the Selection Criteria, a Tenderer relies 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, but not limited to, for example, reliance on a parent company's resources), it must provide evidence that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Contract. For example, a written undertaking from such an entity confirming that it will provide the necessary support will suffice for the purpose of responding to this RFT. Where an entity is being relied upon to demonstrate educational and professional qualifications or professional experience, the Tenderer may only rely on the capacity of other entities where such other entities will actually perform the services for which those capacities are required. If sufficient evidence is not provided, the RSA reserves the right to evaluate the Tenderer based on its own financial, economic and technical standing.
- 5.4.2 A contractual commitment (for example a financial guarantee or resource availability commitment) may be required at contract execution stage from any such supporting entity.

5.5 Award Criteria

- 5.5.1 Only Tenders which are not eliminated on the basis of the Selection Criteria shall be evaluated in accordance with the Award Criteria as set out in the table below in order to identify the most economically advantageous Tender.

Award Criteria	Weighting	Minimum Score Required
A. Resources	200	120
B. Method Statement	300	180
C. Cyber Security	200	120
D. Sustainability	50	n/a
E. Cost	250	n/a
Total Maximum Score Available	1000	n/a

- 5.5.2 Tenders must achieve the above specified Minimum Score Required under each of criteria A, B, and C.
- 5.5.3 Tenders that fail to achieve the Minimum Score Required under any Quality Criterion will be eliminated from the Competition and such Tender shall not be assessed further. For the avoidance of doubt, such Tender's Pricing Schedule will not be included in the calculation for the purpose of determining Cost scores and such Tender will not be compared against other Tenders under any Award Criteria.

5.6 Explanation of Award Criteria

5.6.A Resources

- 5.6.A.1 *Resources* refers to the individuals proposed to deliver the Services over the Contract Term ("**the Key Personnel**"), including their qualifications, individual specialist knowledge and expertise.
- 5.6.A.2 Tenders will be assessed in terms of the quality and relevance of the Key Personnel proposed and their ability to meet the RSA's needs over the Contract Term.
- 5.6.A.3 Tenderers are required to have access to such resources that can fulfil the following roles:
- ✓ Project Manager
 - ✓ Senior* Solution Architect
 - ✓ Senior* C# Developer
 - ✓ Senior* Microsoft SQL Database Administrator
 - ✓ Senior* Business Analyst
 - ✓ Business Intelligence Analyst/Developer
 - ✓ Test Analyst
 - ✓ Helpdesk Support Engineer
 - ✓ Senior* Infrastructure Engineer

*Senior = Minimum 5 years' experience in the relevant role

- 5.6.A.4 **Tenderers should note that** the same individual can be proposed to fulfil more than one role, and more than one individual can be proposed per role.
- 5.6.A.5 **Tenderers should further note that** if they are successful in the Competition, the individuals proposed in response to this award criterion will be the Key Personnel listed in Schedule 4 of the Contract.
- 5.6.A.6 Tenderers must provide the information on their proposed Key Personnel by copying and completing the '*Individual Profile*' table at section C.1 of the Tender Response Form provided at Appendix 2 to this RFT.

5.6.B Method Statement

- 5.6.B.1 *Method Statement* refers to the Tenderer's proposed approach to delivering the Services over the Contract Term.
- 5.6.B.2 Specifically, Tenders will be assessed in terms of quality and suitability of their proposed approach to:
- (i) setup and transition to the new Contract;
 - (ii) hosting, support, and maintenance of the Solution; and
 - (iii) development and enhancement of the Solution.
- 5.6.B.3 Tenderers are also required to provide a "**Transition Plan**" detailing the stages, tasks, resources, and RSA input that will be required in order implement the Tenderer's proposed approach to setup and transition to the new Contract.
- 5.6.B.4 Tenderers must provide the required information by way of completing section C.2 of the Tender Response Form at Appendix 2.

5.6.C Cyber Security

- 5.6.C.1 *Cyber Security* refers to the Tenderer's proposed approach to managing cyber security for the delivery of this Contract.
- 5.6.C.2 Tenders will be assessed in terms of quality and suitability of their proposed approach to cyber security for this Contract and the extent to which it demonstrates that the RSA's cyber security requirements would be met over the Contract Term.
- 5.6.C.3 Tenderers are required to complete section C.3 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.D Sustainability

- 5.6.D.1 *Sustainability* refers to the Tenderer's proposed approach to embedding practices and principles of sustainability into the delivery of the Services to ensure that impact on the environment is limited to the greatest degree possible.
- 5.6.D.2 Tenderers are required to complete section C.4 of the Tender Response Form at Appendix 2, in line with instructions provided therein.

5.6.E Cost

- 5.6.E.1 *Cost* means the Total Cost as calculated from the fees quoted in the Pricing Schedule at Appendix 1 exclusive of VAT.
- 5.6.E.2 Tenderers are required to submit a completed Pricing Schedule furnished to this RFT as Appendix 1, completed in line with the instructions set out in the said Appendix 1.
- 5.6.E.3 Tenderers should note that:

- i. Tenderers are not permitted to tender abnormally low or high rates or prices or amounts of any kind. If, in the RSA's opinion, having considered the information provided in the Pricing Schedule, any tendered amounts are deemed to be abnormally low or abnormally high, the RSA may require the Tenderer to provide further details of the constituent elements of the Tender or any other information which the RSA deems relevant. This may include (without limitation) the information listed in Regulation 69(2) of the European Union (Award of Public Authorities' Contracts) Regulations 2016.
- ii. Any failure to provide such information, where requested, may lead to the exclusion of the Tender from further consideration. If, having considered the information provided, the RSA is of the view that the relevant tendered amounts are abnormally low or abnormally high, the RSA may reject the Tender.
- iii. The RSA may, without any responsibility for this, examine the details submitted in the Pricing Schedule for errors and omissions. The RSA reserves the right to correct Tenderers' completed Pricing Schedules for errors and/or omissions at its absolute discretion, or to request the Tenderer to correct the completed Pricing Schedule if the RSA considers it appropriate to do so. The RSA shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Schedule. The RSA's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.
- iv. The RSA does not undertake to accept the lowest Tender, or part or all of any Tender and the acknowledgement of receipt of any Tender shall not constitute any actual or implied agreement between the RSA and the Tenderer.

5.7 Scoring Mechanism

- 5.7.1 *Cost* - the lowest cost Tender (that has not been eliminated) shall be awarded the maximum score available under this criterion. The cost score of subsequent Tenders (which have not been eliminated) shall be calculated using the following formula:

$\frac{\text{The lowest cost Tender}}{\text{Cost of Tender being evaluated}} \times \text{Maximum score available}$

- 5.7.2 Award Criteria A, B, C, and D will be evaluated in terms of their quality and merits and on a relative basis against other valid tenders received, bearing in mind the following:

Score Band	Description	Score
Outstanding	Response demonstrates that the Contract will be delivered to an exceptional standard. Minimal risk.	100% of the maximum score available
Excellent	Response demonstrates that the Contract will be delivered to an excellent standard. Minimal risk.	90% of the maximum score available
Very Good	Response demonstrates that the Contract will be delivered to a high standard. Little risk.	80% of the maximum score available
Good	Response demonstrates that the Contract will be delivered to a good standard. Little risk.	70% of the maximum score available
Acceptable	Response demonstrates that the Contract will be delivered to an acceptable standard. Acceptable risk.	60% of the maximum score available
Mediocre	Response does not sufficiently demonstrate that the Contract would be delivered to an acceptable standard. High risk.	40% of the maximum score available
Poor	Response demonstrates that the Contract would be delivered to a poor standard. Very high risk.	20% of the maximum score available
Very Poor	Either no response or the requirement is not addressed or addressed very poorly; very high risk	0% of the maximum score available

5.7.3 Tenderers should note that the statements in the description of the score band are separate and not cumulative.

5.7.4 Tenderers should not assume that the RSA or the evaluators are familiar with the Tenderer or their business and should note that responses to this RFT will be evaluated in their own right, based on the material submitted in the Tender response as may be clarified in accordance with this RFT. No unsolicited communications from Tenderers will be entertained during the evaluation period.

5.8 Award Decision

5.8.1 The RSA's decision on the outcome of the tender evaluation process will be communicated to Tenderers in writing.

5.9 The Contract

- 5.9.1 Tenderers are advised to carefully review the Contract at Appendix 7. Tenders submitted must be compliant with the terms of the Contract. Tenderers **may not** submit mark ups of the Contract with their Tender.
- 5.9.2 Any issues which a Tenderer may have with the proposed Contract must be raised by way of Tender query (in accordance with clause 4.5) prior to the Deadline for Queries. RSA may issue an updated version of the Contract to all Tenderers to reflect any updated position arising from any such queries (but for the avoidance of doubt the RSA is not obliged to make any amendments to the Contract arising from such queries).
- 5.9.3 Save for the Confidentiality Agreement, no legal relationship or other obligation will arise between a Tenderer and the RSA (including with respect to the conduct of this Competition) unless and until the Contract has been formally executed in writing by the RSA and the Successful Tenderer and any conditions precedent have been fulfilled.
- 5.9.4 The RSA reserves the right not to award the Contract. The RSA further reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion. None of the information set out in this RFT will constitute a contract, or part of a contract, or an offer to enter into a contract (including with regard to this Competition), between the RSA and any Tenderer. Nothing in these documents is, nor shall be relied upon as, a promise or representation as to the RSA's ultimate decision in relation to the award of the contract for the Services.