

Procurement of a Service Provider for Electronic Tolling Enforcement in Ireland

2026

**Instructions to Candidates
and
Pre-Qualification Questionnaire**

Important Notice

These Instructions to Candidates and Pre-Qualification Questionnaire (the “**Pre-Qualification Documents**”) have been prepared for the purpose of providing certain information to parties interested in applying to be pre-qualified for tendering for the provision of the services (“**Candidates**”) described herein to Transport Infrastructure Ireland. In no circumstances shall the Authority, its advisers, consultants, contractors and/or agents incur any liability or responsibility arising out of or in respect of the issue of the Pre-Qualification Documents. Any costs associated with the submission of a pre-qualification application or otherwise from participation in this competition are the sole responsibility of the Candidate and will not be reimbursed.

The Pre-Qualification Documents are being made available by the Authority to Candidates on the terms set out in the Pre-Qualification Documents only. The Pre-Qualification Documents are not being distributed to the public nor have they been filed, registered or approved in any jurisdiction. Their possession or use in any manner contrary to any applicable law is expressly prohibited. Candidates shall inform themselves concerning, and shall observe, any applicable legal requirements. No reliance shall be placed on any information or statements contained in the Pre-Qualification Documents, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the Authority nor its advisers, consultants, contractors and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Candidates should not assume that such information or statements will remain unchanged.

The information does not purport to be comprehensive or to have been independently verified.

The Authority reserves the right to amend the Pre-Qualification Documents, its requirements and any information contained herein at any time by notice, in writing, to the Candidates.

Nothing in the Pre-Qualification Documents is, nor shall be relied upon as, a promise or representation as to the Authority’s ultimate decision in relation to the award of the contract for the services the subject of this competition. However, the Authority reserves the right to take such steps as it considers appropriate, including (but not limited to):

- changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- rejecting any, or all, of the applications/tenders;
- not inviting a Candidate or Tenderer to proceed further;
- not furnishing a Candidate or Tenderer with additional information; or
- abandoning the competition.

Nothing contained in the Pre-Qualification Documents is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of the Pre-Qualification Documents cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

The Authority, its advisers, consultants, contractors and/or agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the services. No legal relationship or other obligation shall arise between any Candidate and the Authority (including as regards the conduct of the competitive process) (other than a Tenderer’s irrevocable offer to keep its tender open for the prescribed period and the confidentiality obligations in section 6.3) unless and until a contract has been formally executed in writing by the Authority and the Candidate, or a letter of acceptance has been issued by the Authority to the Candidate, and any conditions precedent to such document’s effectiveness have been fulfilled. The Authority shall not be obliged to appoint any of the Candidates to undertake the services and the Authority reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with a successful Candidate will contain any representation or warranty in respect of the Pre-Qualification Documents.

In this Important Notice, references to the Pre-Qualification Documents includes all information contained in them, any accompanying documentation, and/or information and/or opinions made available during the pre-qualification period by or on behalf of the Authority, its advisers, consultants, contractors, servants and/or agents in connection with this Pre-Qualification Questionnaire or the services including, without limitation, the information made available in response to any queries.

Irish law is applicable to the Pre-Qualification Documents. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the Pre-Qualification Documents.

Each Candidate's acceptance of delivery of the Pre-Qualification Documents constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

Part 1: Instructions to Candidates

1 Introduction

The Authority is seeking to procure an Enforcement Service Provider (the “**Service Provider**” or “**ESP**”) to provide a range of services relating to the recovery of unpaid tolls and fines charged for the use of tolled facilities within Ireland.

These Instructions to Candidates provide Candidates with general information regarding the scope of the service requirements and provide a description of the procurement process. Candidates who, having read this document, are interested in participating in the competition, should complete the Pre-Qualification Questionnaire in accordance with the instructions set out therein.

The information contained in the Pre-Qualification Documents is preliminary only and will be superseded by more detailed information in the Invitation to Tender to be issued to those Candidates successful in being shortlisted to be invited to tender.

The current Enforcement Service Provider (ESP) delivers enforcement and legal debt recovery services in support of the barrier-free tolling operation on the M50 Motorway and administers the ZEHDV, ZEHDV-I and ZEHDV-IP Grant Schemes. However, the ESP contract commencing in 2028 will not include the processing of applications for these grant schemes. This requirement will be procured separately.

Candidates should satisfy themselves as to whether or not the European Communities (Protection of Employees on Transfer of Undertakings Regulations 2003 (“TUPE Regulations”)) will apply to the incumbent contractor’s staff.

2 Background Information

The system of toll collection in Ireland derives from legislation (being a combination of primary legislation (such as the Roads Acts 1993 – 2023) and secondary legislation (such as the bye-laws that are adopted in relation to each toll road). Toll roads in Ireland are “national roads” within the meaning of the Roads Acts, with one exception (namely, the Thomas Clarke Bridge (previously Eastlink Toll Bridge)).

The National Roads Authority, operating as Transport Infrastructure Ireland (the “Authority”) is the statutory agency charged with the duty to secure the provision of a safe and efficient network of national roads. Additionally, it is also, in the case of toll roads that are national roads, given the responsibility to act as the “road authority”. In other words, it is the entity with principal responsibility for such toll roads.

As part of this remit, in 2008, the Authority launched barrier-free tolling at a single location on the M50 motorway between the N3 Blanchardstown and N4 Galway road interchanges (M50 Junctions 6 and 7 respectively). Known by the business name of “eFlow”, this replaced the existing toll plaza which, with the motorway carrying approximately 100,000 vehicles a day, was heavily congested often resulting in long queues of traffic on both approaches to the plaza.

Barrier-free tolling uses an electronic toll collection system to allow for the collection of tolls without vehicles having to stop or slow down. The Authority currently employs a service provider (“Toll Operator”) to collect tolls on the Authority’s behalf. The Authority’s service provider for collecting tolls on the M50 was procured to design and build the electronic toll collection system and since 2008, has been operating it on behalf of the Authority.

The current Toll Operator contract is due to expire in 2031 with the possibility of an extension until 2035. It may be required that the ESP will transition to a new Toll Operator during the course of this contract and tenderers should have regard to this possibility in preparing their tenders.

The ESP is responsible for carrying out a range of enforcement and legal debt collection actions on behalf of the Authority. Details of these actions including indicative volumes are described in more detail in Section 3.

Anyone using the M50 and who passes through the toll point between the N3 Blanchardstown and N4 Galway road interchanges has a choice between four toll payment options as follows:

1. Register an account with the Toll Operator and pay the toll using an electronic tag;
2. Register an account with the Toll Operator and pay the toll via ANPR (Automatic Number Plate Recognition) technology;
3. Do not register with the Toll Operator or any tag provider and pay the toll via ANPR technology;
4. Do not register with the Toll Operator and pay the toll via ANPR technology however sign up for eFlow Quick Access; or
5. Do not register with the Toll Operator and pay the toll using an electronic tag belonging to a different tag provider.

In options 1 and 2, the user applies for an account with the Toll Operator by giving their name, address, vehicle registration number and vehicle class and payment details to the Toll Operator. Once the Toll Operator verifies the vehicle class details by checking against the National Vehicle and Driver File, an account is set up for the user. The toll amount is automatically charged to that account each time the registered vehicle passes the toll point.

In option 3, the user has the opportunity to pre-pay or pay the toll due before 8pm the day after travel. The vehicle is identified by the Toll Operator interrogating a video image of its registration number as it passes through the toll point. The Toll Operator uses the vehicle's registration number to determine the vehicle class and the name and address of the owner by accessing the National Vehicle and Driver File.

In option 4 the user signs up under the Quick Access option on the eFlow My Tolls App, giving their email address, telephone number, vehicle class and payment details.

In option 5, the user applies for an account with a different tag provider and tolls are paid via separate interoperability arrangements between the Toll Operator and the other tag provider.

In 2025 around 88% of the passages through the M50 toll point are made by registered account holders, either with the Toll Operator or with a different tag provider.

The Invitation to Tender will provide further details of the ESP's responsibilities in respect of any enforcement and legal debt collection actions relating to these registered users.

The current 2026 tolls charged on the M50* for each of these options is as follows:

Vehicle type	Tag registered (Options 1& 4)	Video registered (Option 2)	Non-registered (Option 3)
Cars	€2.60	€3.20	€3.80
Public service vehicles (seating up to 8 passengers)	€2.60	€3.20	€3.80
Buses or coaches (seating more than 8 passengers)	€3.60	€4.20	€4.90
Light goods vehicles (unladen weight under 2,000 kg)	€3.60	€4.30	€4.90
Goods vehicles (unladen weight 2,000 to 10,000 kg)	€5.20	€5.90	€6.50

Vehicle type	Tag registered (Options 1& 4)	Video registered (Option 2)	Non-registered (Option 3)
Heavy goods vehicles (unladen weight over 10,000 kg)	€6.50	€7.20	€7.80
Tractor units for articulated vehicles	€6.50	€7.20	€7.80

* VAT does not apply to the above listed tolls

If tolls are not paid in accordance with the required timescales for the various options, default tolls are levied as follows:

- For unregistered users (option 3 above) who do not pay their toll before 8pm on the day following their journey, a penalty of €4.00 is added to the outstanding amount in the form of a Standard Toll Request (STR) issued by the Toll Operator;
- Where payment is not received within the next 14 days, the Toll Operator issues a second payment request in the form of an Unpaid Toll Notice (UTN) to the owner of the vehicle. The UTN includes a further penalty of €51.00
- In the event that full payment is not received by the Toll Operator within a further 56 days, and a further €128.00 charge becomes immediately due.

Further details regarding the M50 Bye-Laws are available from the Authority's website www.tii.ie/roads-tolling/tolling-information/.

3 Description of Service Requirements

3.1 General Requirements

The Authority intends to procure a successor contract to the current ESP contract and accordingly the Authority is now inviting expressions of interest from parties interested in tendering for the next ESP services contract (the "Contract").

It is anticipated the term of the Contract will be for six years from the date of entry into the Contract, with an option for the Authority to extend the term for a period of up to five additional years.

3.2 Scope and scale

The main service performance requirements are expected to be, but are not limited to, the following:

- Establishing and implementing highly accurate and fully reconcilable business processes to accredited quality management standards;
- Highly available and reliable service provision delivered to specified performance levels;
- Highly secure business processes including having all systems and communications protected against internal and external security threats, fraud and cybercrime;
- Fully integrated systems with eFlow Operator to enable 2-way interface on all customer transactions;
- Comprehensive and flexible reporting procedures; and
- Compliance with all relevant legislation (e.g. including Data Protection Laws) and relevant standards (e.g. PCI-DSS, relevant ISO Standards).

3.3 Service Requirements

The performance of the Contract will require the provision of certain services during the following three main phases, as set out below:

- Phase 1 – Start-up, Mobilisation and Transition Management Services

The ESP will be required to proactively manage the start-up, mobilisation and transition phases to enable their delivery of the services to ‘go live’. This will include (but not be limited to) the following:

- 1) Activities associated with contract award, including completing legal agreements and contractual requirements e.g. with respect to tax clearance and insurance requirements;
- 2) Mobilisation management, including programme and project management of all work-streams and stakeholders involved in mobilising services of this type including (but not limited to):
 - a) Devising, testing and implementing business procedures for delivering the services in accordance with performance requirements (which will be specified at the Invitation to Tender stage in the competition);
 - b) Preparation and submission of the required project documentation (which will be specified at the Invitation to Tender stage in the competition);
 - c) Recruitment (if required) and training of personnel;
 - d) Preparation, testing and implementation of all infrastructure (e.g. systems (including generation of management, operational and financial reports) and communications links) necessary to perform the ESP services;
 - e) Carry out a period of shadow running or other means of evidencing operational readiness (to be agreed with the Authority); and
 - f) Commissioning and launch (i.e. go-live) of the new services.
- 3) Managing the migration and transfer of employees (if applicable), data, information and enforcement actions in progress to the new ESP.

- Phase 2 - Operational Services

Following the successful implementation of Phase 1, the ESP will be required to manage and deliver the operational services. These will include (but not be limited to):

- 1) General Services:
 - a) Contract management including for example, accountability reporting to the Authority (or an organisation approved by the Authority) and attendance at regular meetings with the Authority (or an organisation approved by the Authority);
 - b) Change management and planning including for example, managing change resulting from change in the current legal and/or tolling environments;
 - c) Performance monitoring and commercial management including assisting the Authority in achieving commercial and cost control targets, ‘closing out’ issues identified and implementation of relevant enhancement measures;
 - d) Reporting (and auditing) including both operational and financial reports and business intelligence;
 - e) Evolve the services in conjunction with the Authority as necessary to take into account changes in customer behaviour, demand, technological advancements, legislation or other opportunities that may arise, in order to drive customers compliance;
 - f) Regular engagement with key stakeholders which will include (but not be limited to) the; Toll Operator, Court Services, Sheriffs; and Maintaining and ensuring integrity and quality of data, through the two-way interface integration with the Toll Operator.
- 2) Enforcement and Legal Debt Collection Services

As a minimum, the ESP will be expected to provide all of the following services:

- a) Collect and review Evidence Packs obtained from the Toll Operator (and/or an organisation approved by the Authority). Each Evidence Pack will generally be provided in electronic format and will contain evidential images and associated evidential data. Once the Toll Operator has identified the owner of the vehicle in question and after STRs and UTNs have been issued, the Evidence Pack will also include copies of the STR and UTN sent to the owner, copies of any other correspondence, etc., and records of all steps taken by the Toll Operator to request payment;
- b) Issue legal demand letters (i.e. Toll Violation Notices (TVNs)) to owners who have not paid the outstanding amounts within 56 days of issuing a UTN. Each TVN will advise owners that they have now committed a toll violation and are considered to be a violator. It will also describe the options that are available to them to pay the outstanding amount as well as the further actions that could be taken by the ESP to recover the outstanding amount. TVNs will be issued on a consolidated basis for each violator – weekly consolidation at a minimum;

- c) Issue legal demand letters (i.e. Registered Customer Demand Letters) to account holders who have not paid the outstanding amounts in line with business rules agreed with the Toll Operator and the Authority;
- d) Non Legal Enforcement Letters (e.g.. Draft Claims Notices) to selected owners who have not paid the outstanding amounts after the issue of TVNs;
- e) Conduct formal criminal and civil legal proceedings against selected violators within the Republic of Ireland, appear in court and coordinate the appearance of the Toll Operator's staff in court, where required;
- f) Carry out legal debt collection procedures in accordance with court judgements;
- g) Facilitate direct enforcement services which may be required following court judgements;
- h) Provide secure payment processes (compliant with PCI-DSS standards) and facilities for Violators to pay amounts due in Euro. As a minimum, these shall include facilities to pay via online services, via telephone and via post. The ESP shall be able to accommodate payments received at a minimum by bank transfers, credit/debit card, digital wallet (GooglePay, ApplePay etc) and by cheque into a dedicated ESP bank account for the collection of eFlow payments;
- i) Provide for consolidation and reconciliation of payments received as a result of enforcement and legal debt collection and the secure transfer of funds to the Authority's bank account;
- j) Provide for the management of queries and complaints in relation to the service and the facilities to manage and respond to online, telephone and postal queries from customers;
- k) Assist the Authority (or an organisation approved by the Authority) in carrying out audits of the services provided;
- l) Provide support and advice to the Authority in support of any additional legal actions that the Authority chooses to carry out relating to toll payment enforcement; and
- m) Facilitate and participate in regular liaison at an operational level with the Toll Operator and the Authority.

Candidates should note the following:

- By way of example the following table provides information on the indicative level and type of enforcement activity:

Enforcement and Legal Debt Recovery Activity	Indicative Volume*
• Legal demand letters (TVNs) issued • Draft Claims Notices (pre legal) • Demand letters (re registered customers) • Civil Claims Notices Issued • Criminal Summons Issued • Court Sessions • Calls In • Calls Out Addition enforcement activity may include dealing with Notices of Intention to defend, judgements, Sheriff, registered judgements and judgement mortgages and Judicial Reviews	• 18,000 per month (post-consolidation) • 2,000 per month • 300 per month • 600 per month • 50 per month • 10 per annum (Court Dependant) • 3,000 per month • 5,000 per month

* 2026 – Average Volumes - may increase or decrease with large variance in December and January

- The ESP will be required to manage and store all data and record all actions undertaken in relation to enforcement and collection of debt for, inter alia, evidentiary purposes. This information shall be available to the Authority (or an organisation approved by the Authority). In support of this requirement, the ESP will be required to establish one or more electronic systems to record, store and share this information;

- The ESP will be required to integrate their system with that of the eFlow Operator so that all actions undertaken by the ESP are reflected in the Operator's system and correspondingly any relevant action carried out on the Operators system is reflected in the ESP's system.
 - The ESP must take all reasonable measures to secure the integrity and security of all data at all times and comply with relevant Irish and EU legislation with respect to data security, e.g. GDPR, ISO 27001.
 - The ESP will be obliged to provide the services from safe and secure facilities, including cloud-based facilities. No personal data shall be transferred outside of the European Economic Area by the ESP or any of its agents, Sub-contractors or business partners without the prior written consent of the Authority which consent may be subject to terms and conditions (including that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors).
 - Any of the ESP's facilities used in conjunction with providing this service will be subject to periodic inspection by the Authority (or an organisation approved by the Authority);
 - The ESP shall maintain robust business continuity and disaster recovery processes at all times; and
 - The ESP must be able to provide all public-facing aspects of the service in both the Irish and English language and in line with relevant legislation. The ESP will also be required to provide for translation of documents and correspondence into the official languages of other European Member States.
- Phase 3 – Contract Termination and Handover.
- The Service Provider will be required to establish an Exit Management Plan to manage the period at the end of the Contract term. This plan will include the provision of information and/or access that the Authority shall reasonably require to allow for the orderly provision of the services by the Authority or a replacement service provider upon expiry of the Contract.

3.4 Other Issues

In addition to the foregoing, the Authority reserves the right, in accordance with Regulation 72(1)(a) of the European Communities (Award of Public Authorities' Contracts) Regulations 2016, to award new services to the successful Tenderer.

Candidates should note that all of the information contained in these Pre-Qualification Documents is preliminary only and will be superseded by more detailed information in the Invitation to Tender to be issued to those Candidates successful in being shortlisted to be invited to tender.

Further detail on the services to be provided by the successful Tenderer will be contained in the Invitation to Tender to be sent to those Candidates who are successful in being shortlisted to tender for the Contract following the pre-qualification stage of the competition. Additional information relating to the existing Services will also be provided at this stage.

At the outset of the contract it is envisaged that the services to be performed will relate to tolling enforcement on the M50. However, candidates should be aware that the Authority reserves the right to include, within the scope of this contract, the performance of similar toll enforcement services on other toll facilities operated by TII (or operated on behalf of TII) in Ireland. Further detail will be provided at the next stage of the Competition. Candidates should be aware that there is no guarantee that the performance of toll enforcement services on other toll facilities will be included in the contract, however anyone considering whether or not to participate in this Competition should be aware of the potential (albeit not guarantee) for significant growth during its term.

4 The procurement process

4.1 The procurement process

This competition is being conducted under the restricted procedure in accordance with the European Communities (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016) (the “2016 Regulations”).

The Authority despatched a Contract Notice for publication in the OJEU via www.eTenders.gov.ie. These Instructions to Candidates and Pre-Qualification Questionnaire are hereby made available to potential Candidates expressing an interest in tendering for the provision of the services.

The competition will consist of a pre-qualification stage, followed by a tender stage for those Candidates who are successful in being shortlisted to tender. The only criterion scored is the Candidates’ previous experience.

To be shortlisted Candidates must:

- (i) Not be eliminated in accordance with the provisions of this PQQ
- (ii) Pass all the Pass/Fail criteria, and
- (iii) Achieve a score in the top four under the Candidates Experience Criterion as set out in section 4.6 below, with a minimum score of 60% attained in each sub-criterion. (Refer to table in section 4.6 below)

The Authority reserves the right to carry out these steps in any order or in parallel.

It is anticipated that the four highest ranking Candidates will be shortlisted and selected to proceed to the tender stage of the process, provided there are sufficient suitable Candidates. The Contract, if awarded, will be awarded to the tenderer submitting the most economically advantageous tender in accordance with the provisions of the Invitation to Tender which will be circulated to shortlisted Candidates at the next stage in the competition.

Note: the Authority does not intend to publish the Instructions to Tenderers or the Specimen Contract until the next stage in the procurement process.

4.2 Timetable

The following table contains an overview of the indicative timetable for the qualification and award stages (this timetable is subject to change at the discretion of the Authority):

Date	Task
29th September 2026	Contract Notice and Pre-Qualification Documents dispatched to OJEU
02nd November 2026	Deadline for clarifications relating to the Pre-Qualification Documents
09th November 2026	Deadline for receipt of Pre-Qualification Submissions
18 th December 2026	Invitation to Tender issued to shortlisted Candidates
18 th February 2027	Deadline for clarifications relating to the Invitation to Tender
1st March 2027	Deadline for receipt of Tenders
August 2027	Notification of Preferred Tenderer
November 2027	Contract Award

Table 1

4.3 Pre-Qualification and Short-Listing

Interested Candidates are invited to complete the Pre-Qualification Questionnaire, which must be returned to the Authority in accordance with the instructions set out in these Pre-Qualification Documents.

The completed Pre-Qualification Questionnaire (the “**application**”) will be checked for completeness and compliance with the terms of the Pre-Qualification Documents. Candidates which are not excluded following the carrying out of this check will have their applications assessed against the minimum criteria set out at section 4.5 below.

Following that assessment, any Candidate which does not satisfy the eligibility requirements, and/or does not meet all of the minimum standards, will be eliminated.

Those Candidates who are not eliminated will then be evaluated against the criteria set out at 4.6 below and will be ranked on the basis of their scores. The four highest-ranked Candidates (provided sufficient are suitable) will be shortlisted to be invited to tender.

The Authority may (but shall not be obliged to) seek clarification or further information or both from one or more Candidates on their application. The Authority may meet with one or more of the Candidates for these purposes.

4.4 Pre-Qualification Documents

Applicants should complete the ESPD Questionnaire and associated Appendix accompanying these Instructions to Candidates and provide any other information or documentation which is requested therein.

The ESPD will identify where text should be supported by additional information. The ESPD submission shall be prepared using the English language. Where copies of original documents are provided in languages other than English, an accurate English translation (or explanation) must be provided, or the documents will not be considered for evaluation.

Candidates shall note that an ESPD alone shall not suffice as a response to this PQQ, and that substantive responses are required to many of the criteria. It shall not suffice for a Candidate to purport to respond to this PQQ by submitting an ESPD only.

Part IV – Selection Criteria - All selection criteria applicable to this competition are contained within the IMPQQ. Accordingly, tenderers are not required to complete any information under Part IV (Selection Criteria) of the ESPD. To avoid duplication and potential confusion, TII has removed the detailed selection criteria content from the ESPD and has instead provided all relevant requirements within the IMPQQ. While the Part IV headings have been retained within the ESPD, tenderers should refer exclusively to the IMPQQ for the selection criteria and associated response requirements. The IMPQQ is the sole document against which selection criteria will be assessed.

Completion of the ESPD alone shall not be sufficient where a substantive response is required under this IMPQQ.

Unless otherwise stated, documents provided are not required to be notarised or legalised at this stage nor is a power of attorney required at this stage for an Applicant's authorised representative. However, the Authority reserves the right subsequently to seek a power of attorney, notarisation or legalisation.

Applicants are required to provide all details which they consider necessary to provide a sufficient response.

4.5 Minimum criteria for participation

(a) Declaration of Eligibility (Pre-Qualification Questionnaire Section F)

Subject always to the provisions of Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284/2016) and Article 57 of Directive 2014/24/EU:

- i. if any of the conditions set out in Regulations 57(1) or 57(3) of the 2016 Regulations or Articles 57(1) or 57(2) of Directive 2014/24/EU apply to the Candidate (or any Member of

the Candidate, in the case of a Group), the Candidate shall be excluded from the competition; and

- ii. if any of the conditions set out in Regulation 57(8) of the 2016 Regulations or Article 57(4) of Directive 2014/24/EU apply to the Candidate (or any Member of the Candidate, in the case of a Group), the Candidate may be excluded from the competition.

The Candidate (and each member of the Candidate, in the case of a Group) as well as each entity relied upon must complete the Declaration set out in Part III of the ESPD. Where, notwithstanding the presence of exclusionary grounds in relation to a Candidate or a Member of a Candidate, the Candidate believes that there are grounds to demonstrate its reliability (e.g. the self-cleaning grounds set out in Regulation 57 of the 2016 Regulations), the Candidate shall provide information to this effect to enable the Authority to make a decision as to whether to exclude the Candidate or permit its continued participation. Such decision shall be at the discretion of the Authority.

Where any of the conditions set out in Regulations 57(1), 57(3) or Regulation 57(8) of the 2016 Regulations apply to an entity being relied upon, the Authority may require the Candidate to replace the entity(ies) in question (subject always to the Authority concluding that to permit such substitution would be in compliance with the principles of applicable law, and where it is not so satisfied, the Authority may eliminate the Candidate).

(b) Turnover (Pre-Qualification Questionnaire Section C) (pass/fail)

Candidates must satisfy minimum turnover thresholds in each of the three previous audited financial years preceding the date of submission, as follows:-

- (i) the Candidate's overall annual turnover must equal or exceed €6 million, excluding VAT in each of the preceding 3 financial years;
- (ii) the Candidate's annual turnover in legal debt collection services must equal or exceed €2.0 million, excluding VAT in each of the preceding 3 financial years.

In the case of a group the level of turnover for (ii) above must be reached by at least one member of the group. With regard to (i), the Authority shall consider the combined turnover of the Candidate (including all Members of a Candidate which is a Group) as well as any entity relied upon.

Note: for the purposes of responding to this PQQ, it shall initially suffice for a Candidate to declare that it meets this requirement by way of ESPD. The Authority reserves the right to verify this by seeking a copy of the Candidate's annual accounts or, where accounts are not required to be filed, by way of a letter from the Candidate's accountant confirming turnover at a level meeting the above requirements.

(c) Insurance (Pre-Qualification Questionnaire Section C) (pass/fail)

Each Candidate must have, or satisfy the Authority that it is capable of putting in place the minimum required insurance levels as set out below, with the successful Candidate required to put such insurances in place prior to the award of the Contract. Where the Candidate is a group, each member must demonstrate they can provide the minimum required insurance levels:

- (i) Third Party Legal Liability Insurance in respect of loss of damage to or destruction of any property, including that of the Authority, or death or injury to any person having a minimum limit of indemnity for each and every occurrence of €6,500,000 and a maximum excess of €6,500;

- (ii) Professional Indemnity Insurance - Limit of Indemnity €6,500,000 any one claim and in the aggregate to be maintained for a period of one year following completion of the services and covering claims for civil liability as well as negligence;
- (iii) Employer's Liability Insurance – Limit of Indemnity €13,000,000 any one accident/unlimited any one period and a maximum excess of €6,500;
- (iv) Property Damage Insurance in respect of any loss of, damage to or destruction of any property required for the delivery of the Services for its full reinstatement costs including professional fees and VAT where applicable and Business Interruption Insurance in respect of any anticipated loss of recovered toll revenue and additional costs of working arising from and interruption to the Services for an indemnity period of not less than six months;
- (v) Cyber and Network security Insurance in respect of loss or damage, business interruption or legal liability - limit of Indemnity €5,000,000 any one claim and in the aggregate.

Note: for the purposes of responding to this PQQ, it shall initially suffice for a Candidate to declare that it meets this requirement by way of ESPD. The Authority reserves the right to verify this by seeking a letter / statement from its insurance company, who shall be an approved service insurer by the Central Bank of Ireland, or broker, confirming that the above insurances are in place or can be put in place if the Candidate is successful.

(d) Quality Assurance (Pre-Qualification Questionnaire Section D) (pass/fail)

Candidates must provide, as a minimum, a description of the measures used by the Candidate for ensuring the quality of services that it provides (including any QA accreditation they may hold) and demonstrate that the Candidate has satisfactory measures for ensuring quality.

(e) Resources (Pre-Qualification Questionnaire Section E) (pass/fail)

Candidates must demonstrate that, as a minimum, they employ at least eight persons inclusive of management, key personnel and support staff for each of the last three years.

4.6 Assessment criteria (Pre-Qualification Questionnaire Section F) (scored)

Those Candidates who have not been eliminated following the completeness and compliance check and who have met the minimum criteria for participation at 4.5 above will be evaluated against the criteria set out in the table below. (For further context and guidance regarding the level of detail expected from Tenderers, please refer to the bolded text at the end of this section.)

Criterion	Marks
1. Candidate's Experience	
Candidate's relevant experience in the last five years by reference to the following sub criteria:	Total - 100
a) Experience in the provision of enforcement and legal debt recovery and collection services.	20
b) Experience in the provision of non-legal and/or pre-legal debt recovery and collection services	15
c) Experience working within the Irish criminal and civil legal regime including appearing in court and supporting court proceedings relating to enforcement and legal debt recovery.	20

d) Experience in managing operations with payment processes and handling and reconciling financial payments made, either on behalf of a client or as part of the candidate's (or a member of the group where the Candidate is a group) own operations, by a variety of means, such as by means of transactions received by telephone callers, website and by post, and providing regular financial reports to the client or to the Candidate's own management in the case of payment processes managed on its own behalf.	20
e) Experience of providing an IT system and integration with 3 rd Party systems suitable for handling a large volume of legal cases and of managing information systems in support of legal debt collection services or customer collections or payment systems.	15
f) Experience in handling evidential, financial and other sensitive or confidential data and compliance with GDPR.	10

Table A

% of Marks	Description
100	Excellent submission
90	Very Good submission
80	Good submission
70	Reasonably Good submission
60	Acceptable submission
40	Poor submission
20	Very Poor submission
0	Extremely Poor submission

Table B Scoring guidance

The final marks achieved by a Candidate under each of the sub-criteria set out in the Table A above will be added to determine a total mark (i.e. out of 100 total marks). The scoring system applied will utilise a percentage mark based on the experience determined from the submission received, as applied to the marks for each sub-criteria, e.g. if a Candidate receives a percentage mark of 80% (Good experience) for a sub-criterion which has 20 Marks available, then the score for that sub-criterion will be 80% of the 20 Marks = 16 Marks. See Table B for the Scoring System above.

Candidates are advised that the objective of the assessment is to assess and score the individual pre-qualification submissions in order to be able to objectively rank the individual submissions relative to each other. **The assessment will therefore evaluate and score individual submissions based on the relevance and quality of the Candidate's experience (as demonstrated within the Candidate's responses) as well as the extent, scale and depth of the experience demonstrated.**

In summary, this means that for each criterion, a Candidate could provide material to demonstrate a high level or a low level of relevant experience in a certain area (i.e. criterion) and that this experience could be extensive or rather limited (e.g. in terms of duration and/or number of projects and/or scale of the project or operation). A tenderer may propose experience which does not fully match the parameters of the question (e.g. a previous

project which meets some but not all of the features listed above in criterion d) can still be submitted, although it may score lower than a response which meets all of the listed features). Responses which demonstrate a high degree of relevant experience can expect to score highly, while a response which demonstrates a low level of relevant experience can expect to score lower.

4.7 Overall scores

Following the completion of all the steps in the evaluation process described in Section 4.6, the scores of Candidates (who are not otherwise eliminated) in respect of the scored criteria will be aggregated to arrive at an overall score out of 100 Marks for each such Candidate.

5 General

5.1 Return of Submissions

Candidates should complete the Pre-Qualification Submission and return an electronic submission which must be submitted via etenders by (as defined in the Timetable outlined in section 4.2 Table 1) (the “Submission Deadline”). Pre-Qualification Submissions must be submitted via the electronic submission portal on www.etenders.gov.ie for the attention of Mr. Rob Grumley. Save in exceptional circumstances outside of the control of the Candidate, and subject always to the Authority’s discretion:

- a. only Pre-Qualification Submissions submitted before the Submission Deadline will be accepted; and
- b. only Pre-Qualification Submissions submitted to the electronic post box will be accepted.

Candidates must ensure that they give themselves sufficient time to upload and submit all required Pre-Qualification Submission documentation before the Submission Deadline. Candidates should take in to account the fact that upload speeds vary. The file size limit for each individual file is 250MB. There is a maximum of 500MB for the total (combined) documents sent to the electronic post box. In order to submit a document to the electronic post box, please note that you must click “Submit”. After submitting you can still modify and re-send your response up until response deadline. Candidates should be aware that the “Submit” button will be disabled automatically upon the expiration of the response deadline.

It is the Candidate’s responsibility to familiarise themselves with the eTenders submission facility including by reviewing the various training materials available on the eTenders website. The Authority will not accept any responsibility for errors or issues arising from Candidate’s lack of familiarity with the eTenders portal.

The completed ESPD must be submitted by completing the attached ESPD and uploading same as part of the completed Pre-Qualification submission.

5.2 Confidentiality

This Instructions to Candidates and all accompanying documents shall be treated as private and confidential by the Applicants, who shall not release details of this Information Memorandum and/or any accompanying documentation other than on a confidential basis to those who have a legitimate need to know or to whom they need to consult for the purpose of preparing their completed Pre-Qualification submissions.

Candidates must treat their applications and their participation in this competition as confidential. Candidates must not disclose any information about this competition to anyone other than to those who have a legitimate need to know or whom they need to consult for the purpose of submitting a pre-qualification application, and then only on a confidential basis, or as required by law.

Candidates shall not at any time release information concerning the Instructions to Candidates and/or accompanying documentation and/or the scope of works and/or services for publication in the press or on radio, television, screen or any other medium.

If a Candidate considers that information it supplies is commercially sensitive or confidential, this should be clearly stated and clear and substantive reasons should be given. Representations as to confidentiality or commercial sensitivity should give a time after which the information may be disclosed; this would not normally exceed 5 years.

Subject to the foregoing paragraph of this section 5.2 and to section 5.3, the Authority is entitled to publicise or otherwise disclose to any person any information about this competition, including the identity of the Candidates and details of their respective members and advisors, the services, the identity of Tenderers, the tender process, the identity of the preferred Tenderer, or the award of the contract (including, without limitation, details of the contract price) at any time.

5.3 Freedom of information

The Authority is subject to the provisions of the Freedom of Information Act 2014 and other legislation relating to access to information including (but not limited to) the Access to Information on the Environment Regulations 2007 to 2018 (as amended). As a result, Applicants should identify clearly any aspects of their completed submissions which contain information that is either commercially sensitive or confidential in nature, together with the reasons for so doing, which must be clearly specified. In such cases, the relevant material may, subject to the provisions of the relevant legislation, be protected from access in response to a request made under the relevant legislation.

Subject always to the provisions protecting the disclosure of confidential or commercially sensitive information as set out in relevant legislation, the Authority shall have the right to publicise, or otherwise disclose, to any third party, information regarding: the contract, the identity of parties seeking information in relation to the contract, the identity of Applicants and/or nomination of shortlisted Applicants (including details of their respective members, representatives, advisers, servants and/or agents); the tender process; and/or the award of the contract (including, without limitation, details of the contract price or the payment mechanism) at any time.

Applicants should note that the Authority and its advisers may disclose completed ESPDs or part thereof to representatives of the local authorities and their consultants. The local authorities, like the Authority are subject to the provisions of access to information legislation.

5.4 Data Protection

As part of your response to this PQQ you may provide personal data relating to you or your organisation, employees or other third parties. “Data Protection Law” means all applicable data protection law including EU General Data Protection Regulation (Regulation 2016/679), the Data Protection Acts 1988 to 2018 and the European Communities (Electronic Communications Networks and Services)(Privacy and Electronic Communications) Regulations 2011; and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

Where such personal data is provided, the relevant controller is TII. If you have any questions about TII’s use of your personal data, you can get in touch with the Data Protection Officer by email at Amy.O'Shaughnessy@tii.ie.

TII may process the following personal data as part of this Competition:

- Name;
- Contact details;

- CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc.);
- Details of proposed role(s) and responsibilities on this contract;
- Referee details;
- Any other data provided by you as part of your PQQ Submission.

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

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

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

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

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

In connection with the above TII may transfer your personal data outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union (a "Third Country"). If and to the extent that TII does so, TII will ensure that appropriate measures are in place to comply with its obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the 'standard contractual clauses' approved for this purpose by the European Commission or, in respect of transfers to the United States of America, ensuring that the transfer is covered by the EU-US Data Privacy framework (or any replacement framework). Further details of the measures that TII has taken in this regard are available on request from TII's Data Protection Officer.

Any personal data provided in relation to this Competition will be retained in accordance with TII's procurement records retention policy. Namely:

- if the contract is signed by hand, the records will be kept for 6 years after the contract expiry.
- if the contract is signed under seal, the records will be kept for 12 years after the contract expiry.

Any data subjects in respect of which TII holds or processes personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.

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

5.5 Conflicts of interest

Any conflict of interest or potential conflict of interest must be fully disclosed to the Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Authority shall, in its absolute discretion, decide on the appropriate course of action which may include (but not be limited to)

excluding the Candidate from the competition or permitting the Candidate to continue subject to safeguards determined by the Authority being put in place and observed.

Without prejudice to the foregoing, any registrable interest, involving the Candidate and the Authority, members of the Board of the Authority, members of the Government, members of the Oireachtas or employees of the Authority or their relatives must be fully disclosed in the application, or should be communicated to the Authority immediately upon such information becoming known to the Candidate, in the event of this information only coming to their notice after the submission of their application. The Authority shall, at its discretion, decide on the appropriate course of action to deal with any Registrable Interest, which may include eliminating the Candidate from the Competition. The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act, 1995.

No entity may be involved with (including acting as advisor to) more than one Candidate without the prior approval of the Authority except where the entity is a supplier of proprietary parts or services which are required for the performance of the Contract and which are not generally available in the marketplace. Entities who wish to be involved with more than one Candidate must notify the Authority at least 4 weeks prior to submitting an application and the Authority will take such steps as it considers appropriate, which may include prohibiting the entity from being involved with more than one Candidate or making such involvement conditional on certain conditions being met.

Candidates shall not, without the prior approval of the Authority, enter into exclusive arrangements with any entity where the entity is a supplier of proprietary parts or services which are required for the performance of the Contract and which are not generally available in the marketplace. Where a Candidate is already party to such an exclusive arrangement as of the date of publication of this document, the Candidate must inform the Authority promptly and the Authority will take such steps as it considers appropriate.

5.6 Communication, further information and queries

All communications from a Candidate to the Authority concerning this competition must be submitted via www.etenders.gov.ie.

All requests for clarification in respect of this document must be received on or before date (as defined in the Timetable outlined in section 4.2 Table 1), although the Authority reserves the right, at its discretion, to answer queries received after this time and date.

It is anticipated that a list of questions raised by Candidates with the corresponding answers will be compiled and circulated to all Candidates. The Authority will endeavour, but will not be obliged, to answer any question raised by a Candidate before the deadline referred to above.

If a Candidate believes a query/request and/or its response relates to a confidential or commercially sensitive aspect of its application it must mark the query/request as “confidential” or “commercially sensitive”.

If the Authority, at its absolute discretion, is satisfied that the query/request and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query/request and its response shall be kept confidential (subject to any applicable legal requirements).

If the Authority is of the opinion that it would be inappropriate to answer the query/request on a confidential basis it will notify the Candidate and require the Candidate to either withdraw the query or to raise any objection within two working days of such notification and state the grounds for its objection.

If the Candidate does not withdraw the query/request or raise any objection within the specified period, or the Authority is of the opinion that, notwithstanding the objection of the Candidate or the Candidate's withdrawal of the query/request, the query/request is not confidential or commercially sensitive, or that a clarification or additional information in respect of part or all of the subject matter of the question should be issued, the Authority may issue the query/request and its response to all of the Candidates, or may exercise its rights under this section to amend/clarify these Pre-Qualification Documents or issue additional information to all Candidates.

Notwithstanding anything else in these Pre-Qualification Documents, if the Authority is of the opinion that these Pre-Qualification Documents need to be supplemented with information which clarifies or amends these Pre-Qualification Documents (including by adding to or deleting from these Pre-Qualification Documents) it is entitled to do so at any time (whether prompted by a query, including a confidential query, or otherwise).

If a Candidate becomes aware of any ambiguity, discrepancy, error, or omission in these Pre-Qualification Documents, it must immediately notify the Authority, even after the time for submitting queries has expired.

5.7 Group candidates

Requests to participate may be submitted by single entities or by groups. Where the successful Candidate is a group, it is currently anticipated that each member of the group will be required to be jointly and severally liable for the performance of the services, although the Authority reserves the right to require the group to contract on any other basis the Authority considers appropriate, such as a main contractor with sub-contractors who may be required to provide collateral warranties to the Authority.

5.8 Changes in suitability information

Following the submission of its application, a Candidate may not make any changes to its information set out in the application without the consent of the Authority. The Authority may decide, at its absolute discretion, whether to accept or reject the change.

In particular, Candidates should note that in the event of their being invited to tender, they will be required to confirm in their tender that any personnel submitted as part of the application remain in the team proposed to provide the services. Any changes in personnel prior to contract award will only be permitted with the consent of the Authority. Candidates should also note that it is anticipated that the contract will require the personnel submitted as part of the application to be named and to be involved in providing the services, with Authority consent required to any change.

If, as a result of a change in circumstances or otherwise, any information given by a Candidate to the Authority, including in the Pre-Qualification Questionnaire, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Candidate must so inform the Authority as soon as it becomes aware of this. If appropriate, the Candidate may make a request to change information in its application.

If it comes to the Authority's attention that:

- there has been a change in circumstances concerning a Candidate that could affect the Authority's assessment of that Candidate's application or the Authority's decision to invite the Candidate to submit a tender; or
- information submitted by a Candidate was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

the Authority may (but is not required to) revise its assessment of the Candidate's application on the basis of the information then available to the Authority.

5.9 Reliance on resources

Where, in order to prove its financial, economic and technical standing with a view to being admitted to participate in the tendering procedure, a Candidate or a member of a Candidate 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, for example, but not limited to, reliance on a parent company's resources), it must establish 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 letter from

such other entity confirming that it will provide the necessary support will suffice. A guarantee from such entities may be required at contract award stage. If sufficient evidence is not provided the Candidate or member of a Candidate will be evaluated based on its own financial, economic and technical standing.

Any entity being relied upon in accordance with this Section 5.9 must complete an ESPD and such completed ESPD must be included in the Pre-Qualification Submission.

5.10 Qualification and compliance

If an application fails to comply in any respect with the requirements set out in these Pre-Qualification Documents or is ambiguous, the Authority shall be entitled at its absolute discretion (but shall not be obliged) to take such action as it considers appropriate, including (but not limited to):

- (a) rejecting the relevant application as non-compliant;
- (b) without prejudice to the Authority's right to reject the application:
 - (i) meeting with, raising issues and/or seeking clarification from the Candidate in respect of the relevant application;
 - (ii) requesting the Candidate to provide the Authority with information or items which have not been provided or have been provided in an incorrect form;
 - (iii) waiving a requirement which, in the opinion of the Authority, is minor or procedural;
 - (iv) amending a requirement and requesting all Candidates to submit revised applications on the basis of the amended requirements.

The Authority's decision as to whether an application is compliant is final. The Authority reserves the right to take such steps as it deems appropriate or necessary to ensure a healthy competitive process.

5.11 Tax clearance / Insurance

It is anticipated that it will be a condition of the award of the contract that the successful tenderer is able to promptly provide a valid tax clearance certificate or tax access code and tax registration number from the Irish Revenue Commissioners. The supplier shall continue to hold, in good standing, current issues of all such certificates for the duration of the contract.

Either the tax clearance certificate or statement from the Revenue Commissioners or the Candidates tax clearance access number and tax reference number must be provided to the Authority within 28 days of a request for same, or such longer period as the Authority may determine. In the event of failure to provide the tax clearance certificate within the stipulated period, the Authority shall, in its absolute discretion, decide on the appropriate course of action which may mean awarding the contract to the next most economically advantageous tenderer.

When supplying the Tax Clearance Access Number and the Tax Reference Number the Successful Tenderer acknowledges and agrees that the Authority has the permission of the successful tenderer to verify its tax cleared position online.

It is also anticipated that it will be a condition of the award of the contract that the successful tenderer is able to provide evidence that the insurance(s) required by the contract have been put in place. (See ESPD section Part IV, Section B - Economic and financial standing)

5.12 General Terms and Conditions

Unwarranted or inappropriate attempts (including canvassing) to influence the decision of the Authority by or on behalf of a Candidate may result in the application being disqualified.

By submitting an application in response to these Pre-Qualification Documents, a Candidate confirms that it has satisfied itself, from its own investigation, about all of the requirements of these Pre-Qualification Documents.

Candidates should note that no reimbursements shall be made for any costs incurred by Candidates in participating in this competition, including (but without limitation) preparing a response to these Pre-Qualification Documents, attending any briefings or presentations at the premises of the Authority or elsewhere, or in connection with any visits made by representatives of the Authority to the Candidate's place of business.

The Authority reserves the right to make independent trade, credit and security inquiries about Candidates before shortlisting any Candidate, identifying a preferred tenderer or awarding any subsequent contract. Candidates may be requested at a later date to provide financial and trade references as well as further biographical details of key personnel for this purpose.

5.13 Sanctions

The Authority reserves the right to exclude any Candidate from the competition should the Authority be of the view that the possibility of ultimately entering into any contract with a Candidate (bearing in mind any Candidate Members, entities relied upon or subcontractors) shall be contrary to any applicable law or regulation, including any applicable sanctions regime. Candidates are required to disclose in Part H of the PQQ any issues giving rise to possible sanctions application.

Part 2: Pre-Qualification Questionnaire

Candidates are required to follow the format and answer all the questions asked as requested. Failure to do so may lead to disqualification. In the case of a grouping, the Pre-Qualification Questionnaire must be completed jointly on behalf of the group, save where otherwise expressly stated.

Supporting documentation must be concise and relevant to the question asked and be placed in labelled subsections within the application.

Candidates should complete the Pre-Qualification Questionnaire (together with the ESPD) and provide any other information or documentation which is requested therein. Information required by more than one part of the Pre-Qualification Questionnaire is only required to be provided once, but its location within the application must be clearly noted in all other responses to parts that seek to rely on it.

The Pre-Qualification Questionnaire will identify where text should be supported by additional information in the form of, for example, management and contract structure charts.

The applications shall be prepared using the English language. Where copies of original documents are provided in languages other than English, an accurate English translation (or explanation) must be provided or the documents will not be considered for evaluation.

Unless otherwise stated, documents provided are not required to be notarised or legalised at this stage nor is a power of attorney required at this stage. However, the Authority reserves the right to seek subsequently a power of attorney, notarisation or legalisation in respect of documents.

Candidates are required to provide all details which they consider necessary to provide a sufficient response to each part including client contact details where requested.

All financial information should be denominated in Euro. Where original information is not in Euro, it will be converted to Euro using the exchange rate for the relevant date (or an average exchange rate for the relevant period, if applicable) from the website www.oanda.com.

If any of the parts of the Pre-Qualification Questionnaire are not relevant to a Candidate or member of a Candidate, please insert n/a. Do not leave blank.

Where limits (such as word counts) are set out on the amount of information to be provided in response to each part of the Pre-Qualification Questionnaire, Candidates should note that information in excess of these limits will not be taken into account in the evaluation.

If a Candidate is relying on the resources of a third party pursuant to section 5.9 of Part 1: Instructions to Candidates, this must be indicated on the relevant application and the evidence referred to at section 5.9 of Part 1: Instructions to Candidates must be attached.

The Questionnaire is divided into eight sections:

- | | |
|-----------|---|
| Section A | is relevant if the Candidate is a group. |
| Section B | requires information concerning the Candidate's structure. |
| Section C | requires details concerning the Candidate's economic and financial standing. |
| Section D | requires details concerning the Candidate's measures for ensuring quality. |
| Section E | requires details concerning the Candidate's technical and professional ability. |

Section F contains a declaration to be given by all Candidates (each member of the Candidate, in the case of a group)

Section G requires details concerning the Candidate's Health and Safety statement.

Section H contains an undertaking to be given by all Candidates.

Candidates are reminded that failure to provide the requested information, or the provision of incomplete, false or misleading information could result in exclusion from the procurement process or rejection of the application.

Please ensure that you retain a full and accurate copy of your application.

Section A - Group Structure

A1 Are you requesting to participate in the competition as a group?

Yes
☐

No
☐

If "Yes", then complete the remainder of Section A.

If "No", proceed to Section B, and complete the remainder of the Pre-Qualification Questionnaire in full.

A2 Contact name and title for the lead contact for the group (including contact address, telephone number and email address):

A3 List the names and addresses of the persons, firms and/or companies which make up the group:

Section B - Candidate Structure

Where the Candidate is a group, each member of the group must fill in section B individually, with the reference to “Candidate” being read as a reference to each group member.

B1 State the Candidate’s full legal name and address:

Name _____

Address _____

Trading as _____

Telephone No (including Area Code) _____

B2 Contact name and title (including contact address, telephone number and email address):

B3 Please provide the following information if the Candidate is a registered company:

Company Registration Number: _____

Registered Address: _____

B4 If Candidate is a subsidiary, please provide the name and address of the parent company:

B5 Is the Candidate relying on the resources of any third party (including but not limited to a parent company, or any other companies in the same group or any other entity) to prequalify?

Yes No
☐ ☐

If "Yes", please give details and indicate where evidence that the resources relied upon will be available to the Candidate if successful is set out in the application:

B6 Are you aware of any conflict of interest which may exist in respect of your provision of the services the subject of this competition?

Yes No
☐ ☐

If "Yes", please give details:

Section C - Economic and Financial Standing eESPD

- C1** Candidates may respond to the Turnover criterion initially by way of completing “α Global indication for all selection criteria” in the ESPD, subject to the Authority’s right to seek evidence as described in section 4.5 (b).
- C2** Candidates may respond to the Insurance criterion initially by way of completing “α Global indication for all selection criteria” in the ESPD, subject to the Authority’s right to seek evidence as described in section 4.5 (c).

Section D – Quality 4.D.1 (pass/fail)

- D1** Candidates must provide a description of the measures used by the Candidate for ensuring the quality of services that it provides (including any QA accreditation they may hold) and demonstrate that the Candidate has satisfactory measures for ensuring quality.

The Tenderer must operate a formal, documented Quality Management System that aligns with the principles of ISO 9001 (or equivalent standard) appropriate to the scope of the Contract. Evidence and Documentation.

To demonstrate compliance, the Tenderer must submit one of the following as part of their Pre-Qualification submission:

- A valid, current ISO 9001:2015 Certificate (or latest revision) issued by an accredited third-party certification body, covering the specific scope of works or services required under this tender;

OR

- Equivalent evidence of structured quality management measures to the above referenced ISO standard.

The individual responses to (d) above should not exceed two A4 size pages (with font size not less than 10 point) and may include diagrams, tables and photographs.

A substantive response is required to this section and it is not permissible to respond by way of eESPD only.

Section E – Resources (pass/fail)

- E1** Candidates must demonstrate that, as a minimum, they employ (and have employed) at least eight persons (inclusive of management, key personnel and support staff) for each of the last three years.

The individual responses to (e) above should not exceed one A4 size pages (with font size not less than 10 point) and may include diagrams, tables and photographs.

A substantive response is required to this section and it is not permissible to respond by way of eESPD only.

Section F - Technical and Professional Ability 4.C.3 eESPD (Scored)

- F1 Experience**

Please provide details demonstrating the Candidate's experience in the five years previous to the date of submission of the application, under each of the sub-headings (a to f) set out below. A detailed individual response must be submitted for each heading.

- a) Experience in the provision of legal debt recovery and collection services.
- b) Experience in the provision of non-legal and/or pre-legal debt recovery and collection services.
- c) Experience working within the Irish criminal and civil legal regime including appearing in court and supporting court proceedings.
- d) Experience in managing operations with payment processes and handling and reconciling financial payments made, either on behalf of a client or as part of the candidate's (or a member of the group where the Candidate is a group) own operations, by a variety of means, such as by means of transactions received by telephone callers, website and by post, and providing regular financial reports to the client or to the Candidate's own management in the case of payment processes managed on its own behalf.
- e) Experience of providing an IT system suitable for handling a large volume of legal cases and of managing information systems in support of enforcement and legal debt collection services or customer collection or payment systems and integration of systems with other associated parties.
- f) Experience in handling evidential, financial and other sensitive or confidential data and compliance with GDPR.

Where Candidates make reference to individual projects within their responses they should also provide:

- the start and end dates for their engagement on the project;
- approximate project value and value of the contract for the Candidate (i.e. in most cases this will equate to value of fees exclusive of V.A.T.) and associated volume metrics; and
- client contact details: name, title, organisation and email address. The Authority reserves the right to contact clients for references for the Candidate.

The individual responses to (a) to (f) above should not exceed six A4 size pages (with font size not less than 10 point) and may include diagrams, tables and photographs.

Where the Candidate is a group, the response must be provided jointly on behalf of the whole group.

A substantive response is required to this section and it is not permissible to respond by way of eESPD only.

Section G – Health and Safety Statement (For information only, not assessed)

Please provide a Safety Statement in compliance with the Safety Health and Welfare Act of 2005 and subsequent Acts.

Section H - Undertaking

When you have completed the questionnaire, please ensure that:

1. You have completed all applicable questions;
2. You have attached all documents requested;
3. Where additional sheets are used they clearly identify the section and questions being answered;
4. You have read and signed the undertaking below:

I certify that the information supplied is accurate to the best of my knowledge and I accept the conditions and undertakings requested in the Pre-Qualification Questionnaire. I understand and accept that false information could result in exclusion from the procurement process or rejection of our application.

I also confirm that I am not aware of any legal impediment which would prevent the Authority from entering into a contract with us (bearing in mind sanctions law or any other applicable law). In particular, I declare that:

- a) **Neither the Candidate nor any Candidate Member, or entity being relied upon is a Russian national, or a natural or legal person, entity or body established in Russia;**
- b) **Neither the Candidate nor any Candidate Member, or entity being relied upon is directly or indirectly owned by more than 50% by a Russian national, or a natural or legal person, entity or body established in Russia;**
- c) **Neither the Candidate nor any Candidate Member, or entity being relied upon is acting upon the direction of a person outlined in a) or b) above; and**
- d) **We do not intend to use any subcontractor or entity being relied upon captured by a) b) or c) above for more than 10% of the value of this contract, if successful.**

THIS UNDERTAKING IS TO BE SIGNED BY AN AUTHORISED REPRESENTATIVE ON BEHALF OF THE CANDIDATE.

Name of Candidate:

Signed on behalf of Candidate:

Position/status in Candidate organisation:

Date:

End of Document