



National Transport Authority
Request for Tenders

**Support and Maintenance of NTA Dedicated
Standalone ServiceNow Instances**

***National Transport Authority
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1. INTRODUCTION

1.1 Important Notice

These Instructions to Tenderers (“Instructions”) have been prepared for the purpose of providing certain information to entities invited to submit Tenders in this competition for the services described therein to be provided to the National Transport Authority (the “NTA”). In no circumstances shall the NTA, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of these Instructions. Any costs associated with the submission of a Tender are the sole responsibility of the Tenderer and will not be reimbursed.

These Instructions are being made available by the NTA to Tenderers on the terms set out in these Instructions. These Instructions are not being distributed to the public nor have they been filed, registered or approved in any jurisdiction. Their possession or use in any manner contrary to any applicable law is expressly prohibited. Tenderers shall inform themselves concerning, and shall observe any applicable legal requirements. The NTA is not making any representations, and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003. No reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the NTA nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that such information or statements will remain unchanged.

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

The NTA reserves the right to amend these Instructions, their requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

Nothing in these Instructions is, nor shall be relied upon as, a promise or representation as to the ultimate decision of the NTA in relation to the award of the contract for the Services (the “Contract”). The NTA reserves the right to take such steps in respect of the competition as are considered appropriate, including (but not limited to):

- Changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- Rejecting any, or all, of the Tenders;
- Not inviting a Tenderer to proceed further;
- Not furnishing a Tenderer with additional information; or
- Abandoning the competition.

Nothing contained in these Instructions is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of these Instructions cannot be and are not intended to be

comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

Neither the NTA nor its respective advisers, servants and/or agents accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services. No legal relationship or other obligation shall arise between the Tenderers and the NTA unless and until the Contract has been formally executed in writing by the NTA and the successful Tenderer or a letter of acceptance has been issued to the successful Tenderer and any conditions precedent to the effectiveness of such documents have been fulfilled. The NTA shall not be obliged to appoint any of the Tenderers to undertake the Services and the NTA reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with the successful Tenderer will contain any representation or warranty in respect of these Instructions.

These Instructions are confidential and personal to each Candidate. For further information please refer to Section 6.6 below.

In this Important Notice, references to these Instructions include all information contained in it, its accompanying documentation, and opinions made available during the tender period by or on behalf of the NTA, its advisers, contractors, servants and/or agents in connection with these Instructions or the Services including, without limitation, the information made available in response to any queries.

Irish law is applicable to these Instructions. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from these Instructions.

Each Tenderer's acceptance of delivery of these Instructions constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

2. BACKGROUND

2.1 National Transport Authority

The National Transport Authority is a statutory non-commercial body, which operates under the aegis of the Department of Transport. It was established on foot of the Dublin Transport Authority Act 2008.

While it was originally conceived as a transport authority for the Greater Dublin Area under the 2008 Act, it was renamed the National Transport Authority in the Public Transport Regulation Act 2009 (“2009 Act”). The 2009 Act, the Taxi Regulation Acts 2013 and 2016, the Vehicle Clamping Act 2015 and various Statutory Instruments have greatly extended the NTA’s functions and geographic remit. There remain some specific additional functions in respect of infrastructure and the integration of transport and land use planning in the Greater Dublin Area, reflecting the particular public transport and traffic management needs of the Eastern region of the country comprising approximately 40% of the State’s population and economic activity.

During 2013 the NTA’s taxi regulation functions continued to be governed by the Taxi Regulation Act 2003 pending the making of a Ministerial Order under the Taxi Regulation Act 2013 providing for the repeal of the 2003 Act and the commencement of the provisions of the 2013 Act.

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

National (including the Greater Dublin Area)

- Procure public transport services by means of public transport services contracts;
- Provide integrated ticketing, fares and public transport information;
- Develop an integrated, accessible public transport network;
- License public bus passenger services that are not subject to a public transport services contract;
- Manage the Rural Transport Programme and the successor structure of Transport Co-ordination Units;
- Provide bus infrastructure and fleet and cycling facilities and schemes;
- Develop and implement a single public transport brand;
- Develop and maintain a regulatory framework for the control and operation of small public service vehicles (taxis, hackneys and limousines) and their drivers;
- Prepare statutory submissions on Regional Planning Guidelines;
- Collect statistical data and information on transport;
- Enforce EU passenger rights in rail, maritime and bus and coach transport;

- Validate EU authorisations and journey forms in relation to bus and coach travel in accordance with EU Regulation No. 1073/2009; and
- Operate as the national conciliation body for electronic toll service providers.

Greater Dublin Area alone

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

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

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

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

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

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

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

2.2 ServiceNow context within the NTA

In 2022, a contract was awarded for the Provision of a standalone, dedicated ServiceNow instance for the NTA. ServiceNow ITSM was the IT Service Management (ITSM) solution provided under the contract.

The NTA went live with its ServiceNow ITSM instance in 2022 to support Transport Technology and Business Intelligence users with their support services and operational requirements.

Since then, the NTA has expanded onboarding to include additional business units, including the ICT function, which supports the Corporate Business user base.

The NTA expects this expansion to continue as further business units are onboarded and new development requirements are identified.

The NTA currently have 132 ITIL fulfiller, and 134 Approver Users, and several Business Stakeholders for Platform Analytics access for our business partners.

The NTA initially went live on the ServiceNow release available at the time but are now on ServiceNow Australia patch 3 release. The NTA currently use out of the box functionality, as/where possible, within its current module, Service Now ITSM although have some customisation around access control lists (ACLs) for data segregation.

The NTA has experienced a significant level of growth and activity with 3rd party systems engagements and integrations over the past number of years. The current setup includes an ITSM solution through ServiceNow, and with the growth in the organisation, an improved system, tailoring to improve usage and functionality for the relevant teams, is required.

2.3 Defined Terms

In these Instructions:

Contract	Means the contract to be entered into between the successful Tenderer and the NTA;
Draft Contract	Means the form of the Contract accompanying the published tender documentation which is subject to completion with details of relevant parties and Tender information;
Operational Services Start Date	Means the date from which the Services are fully accepted by the NTA, upon completion of any transition from the incumbent service provider to the successful Tenderer and upon implementation of the standalone dedicated ServiceNow instances. The operational period of the contract will not begin until full acceptance of the Services by the NTA;
Pricing Submission	Means the submission being made by the Tenderer in respect of its costs to provide the Services (comprising the Tenderer's response in relation to Appendix I of these Instructions);
Quality Submission	Means the non-price submission being made by the Tenderer in respect of its proposals to provide the Services;
ServiceNow	Is a SaaS based Application provided by ServiceNow Inc;
Services	Means the Services to be performed under the Contract;
Tender	Means the tender submitted by the Tenderer in response to these Instructions comprising the completed Tender Submission and the Pricing Submission;
Tender Fee	Means the tendered costs set out in Appendix I: Pricing Submission.
Tenderer	Means any person who has submitted a Tender in response to these Instructions;

Working Day

Means any day (other than a Saturday or a Sunday) that banks are generally open for business in Dublin.

3. SPECIFICATIONS OF SERVICE REQUIREMENTS

3.1 Overview

This Section details the Services required of the successful Tenderer. The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change. The expected term of the contract will be two (2) years from the Operational Services Start Date with options for the NTA to extend the term for any period or succession of periods up to a further three (3) years. The option to extend rests solely with the NTA and will be based on service requirements, supplier performance and the availability of funding. The full term of the Contract shall not continue for more than five (5) years from the Operational Services Start Date.

3.2 Specifications of Service Requirements

The successful Tenderer must be an experienced ServiceNow Elite Partner who can provide technical support and expertise to maintain and operate cloud-based SAAS standalone dedicated instances of ServiceNow (including all hosting and storage) for the NTA.

The successful Tenderer under the proposed Contract shall be expected to provide the following categories of services:

- Service Category 1: ServiceNow Maintenance and Support: General Support and Maintenance;
- Service Category 2: ServiceNow Maintenance and Support: Development and Customisations;
- Service Category 3: Future Scope System Design, Development and Approach;
- Service Category 4: ServiceNow System Migration / Service Transition.

Full details of the services required as part of each category are set out in the schedules attached to the Draft Contract, in particular, Schedule 1 – Services Specifications, Schedule 3 – Key Personnel and Schedule 4 – Service Level Agreement.

3.2.1 *Initial Scope*

As the NTA's ServiceNow system grows as a critical application with ITSM, CMDB, operational workflows and reporting, it requires that the current ServiceNow instances be maintained and extended to the rest of the organisation, leveraging the current implementation. This will facilitate enhanced centralised management, escalation, and reporting across the organisation. It will also help standardise processes in the organisation with minimal deviations e.g. different resolver groups, approvers, suppliers or departments in the NTA. The successful Tenderer shall deliver the NTA's requirements using ServiceNow out-of-the-box (OOB) functionality as the primary approach, where OOB is considered configuration and not customisation, and will be done in accordance with ServiceNow's official documentation and guidance, and with reference to the NTA's Policies and Governance requirements

The Initial Scope is to develop and maintain the current implementations, supporting the current usage of system modules and integrations, including, but not limited to:

- PROD, UAT, and Development environments
- Integrations including:
 - CI Synchronizer from Synchfish (integration tool from different data sources into Service Now CMDB)
 - Logic monitor integration with incident tickets (integration with ICT monitoring tool for out of hours incident tickets from Logic monitor. Uses the ServiceNow store application.)
 - Jira integration with NGAVL = Integration with incident and request tickets between a 3rd party using Jira and integration hub.
 - Inbound email rules from different systems.
 - Integration hub workflows using Workflow Data Fabric.
- Data segregation framework using Business rules and ACLs.
 - Approval workflows.
 - Catalogue workflows.
 - Record producers.
- Other customisations

The Initial Scope of Services also includes but is not limited to:

- Delivery of the service as outlined in the requirements section in the draft contract;
- Operation of the ServiceNow system with at least 99.9% planned availability;
- Delivery of licenses for all NTA ServiceNow user types (including, if required, novation of existing licences for the current year from the current supplier). It should be noted that the NTA prefers to prolong their current licencing model as long as possible with the option to move to the NativeAI licencing model in the future;
- Development, management and support of current instances of ServiceNow. Currently this includes 1 development (DEV) instance, 1 User Acceptance Testing (UAT) instance, 1 production (PROD) instance with the option to spin up temporary instances when this is required by the NTA. All these instances and any future instances must be fully supported.;
- System analysis, design, build, test and configuration of ServiceNow to meet NTA requirements using the ServiceNow implementation methodology;
- Provision and operation of a User helpdesk / Service Desk to support NTA ServiceNow instances available during normal office hours (Monday-Friday 08:00-18:00 Irish time);
- Provision and operation of an out of hours support channel to manage P1 incidents;
- Maintenance of service catalogue for ServiceNow to allow external and NTA staff open and monitor cases;

- Support for creation, configuration, and decommissioning of service catalogue items quickly, with routine configuration changes included in the service e.g. via request tickets, not treated as charged projects;
- Ensure the security and integrity of the NTA ServiceNow instances including change review, best practice implementations and governance processes;
- Support and upgrade to ServiceNow's annual global releases, including testing/regression testing for core functionalities;
- Regular IT strategic advice on the development and operation of the ServiceNow system including new features or module availability;
- Project management of ServiceNow enhancement projects as and when required;
- Direct support for new integrations with Next Generation Ticketing (NGT), Next Generation AVL (NGAVL) environments, and third-party engagement, with ongoing integration support and roadmap input;
- Ownership for regression testing of core functionality, and centralised documentation of use cases;
- System quality assurance; Provide a robust service to ensure sufficient testing and QA of the platform and any functionality implemented in the platform to meet the Authorities requirements;
- System documentation, including but not limited to
 - how the system is used, as a reference for builds/changes,
 - Configuration change documents,
 - User stories documents based on NTA requirements,
 - Design documents to NTA requirements and standards,
 - Knowledge articles stored in ServiceNow outlining the support of the system,
 - SOPs, processes etc.;
- Identification and action on opportunities for development of automated workflows and consolidating similar workflows/portals (e.g. bespoke CCC portal, transport/ICT portals, parliamentary questions portal) and have the ability to implement quickly if internal access/resources are available;
- Knowledge transfer including but not limited to, transition of contracts, project work to Run support team onboarding and off boarding of resources, any other scenarios where Knowledge regarding the NTA instances of ServiceNow needs to be shared or transferred;
- End-user training on any current or new system functionality, especially where a training requirement has been identified (tutorials, walk-throughs, suggestions on improving workflows and utilising new features etc.);
- Delivery of improved reporting from ServiceNow to utilise new features like Platform analytics and other ServiceNow features;
- Supply of 3rd party applications / utility software to support existing configuration e.g. CI Synchronizer from Synchfish. This tool is in an integration tool between NTA data sources and ServiceNow CMDB and;
- Supply of Workflow Data Fabric from ServiceNow.

Workflow Data Fabric Licensing Alignment and Adaptability

- The successful Tenderer shall provide the NTA with a ServiceNow licensing model that fully meets the NTA's current and foreseeable functional, operational, and scalability requirements. It is preferred that the current licencing model be prolonged as long as possible.
- The successful Tenderer shall demonstrate that the proposed licensing model is sustainable and compatible with the NTA's use of the ServiceNow platform across existing and planned modules.

Changes in ServiceNow Licensing Model

- In the event that ServiceNow amends, replaces, or materially changes its licensing model during the term of the contract, the successful Tenderer shall adapt the licensing model provided to the NTA accordingly.
- Any such adaptation shall not result in:
 - an increase in cost to the NTA, or
 - a degradation or reduction in service capability, functionality, or licensed entitlements required to meet the NTA's business needs.
- The successful Tenderer shall remain fully accountable for ensuring continued licensing compliance and uninterrupted service delivery in line with the NTA's requirements for the duration of the contract.

3.2.2 *Future Scope*

During the term of the Contract, the NTA may expand the scope of Services performed by the successful Tenderer, whereby the service elements as described below form the "Future Scope" of the Contract.

The decision to draw down any and/or all of these Future Scope service elements shall be at the sole discretion of the NTA during the term of the Contract and subject to the business needs of the NTA, the availability of funding and approval of all applicable internal governance processes. In the circumstance that the NTA decides to draw down any and/or all of the Future Scope service elements, the NTA shall notify the successful Tenderer in writing following the change control procedure as set out in Schedule 5 – Change Control Procedure attached to the Draft Contract.

The expansion of the scope of Services may include but is not limited to the following:

- Expansion of the dedicated ServiceNow instance by enabling additional modules within ServiceNow such as but not limited to the following:
 - Customer Service Manager (CSM)
 - Finance and HR Modules
 - Test Management;
 - App Portfolio;
 - Virtual Agent;
 - Automation capability
 - AI functionality (under the strict overview of the NTA Governance processes);
 - and
 - Asset management

- Integration of the dedicated ServiceNow instances with existing external supplier instances that support key business areas such as but not limited to the following;
 - TaxSaver system;
 - Leap card operations;
 - Mobile Ticketing system;
 - CABs Ticketing system;
 - Dedicated MSPs
 - CCC Ticketing system
- Expansion of the dedicated ServiceNow instance to support the future systems that will be hosted or managed by the NTA and will serve the Transport Suppliers such as but not limited to the following;
 - Next Generation Ticketing;
 - Next Generation Automatic Vehicle Location Systems;
 - New Financial Management System; and
 - Consolidated Call Centre Programme;
 - Taxi Regulations system under the umbrella of CABS
- Integration of the dedicated ServiceNow instance with the Service Now instance used by the NTA's strategic partners to form an integrated ITSM offering, in support of Transport Supplier use of the future systems outlined above;
- Integration of the NTA ServiceNow instance with other (non-ServiceNow) systems used by Suppliers;
- Integration with the BI stack (e.g. PowerBI, Tableau, etc.); and
- Provision of in-house (on NTA premises) of an L3 engineer resource. This resource will maintain, document, and operate the NTA ServiceNow platform, at minimum have experience in the following in ServiceNow: Administration, Development, Testing (Automated Testing Framework), in order to reduce project costs and speed up delivery. The primary objective of this role is to ensure that critical internal knowledge of the NTA ServiceNow instance is retained within the organisation and not lost across project cycles
- Maintenance and support of custom application developments, integrations and platform enhancements
- Working with stakeholders and cross functional teams to develop and support operational requirements
- Support and maintenance of multiple two-way API integrations
- Simplify the coding structure and removal of redundant code
- Enhancing the security posture of the instance when requested

3.2.3 *Provision of ServiceNow Professional Services to assist when required in relation to delivering Future Scope Roadmap*

The following ServiceNow Professional Services roles are required to be provided when requested. The daily rates for each role proposed by the successful Tenderer will be

incorporated to the Contract.

Role	Role Purpose
Business Analyst	A Business Analyst specialist with ITIL practice and process experience in a ServiceNow context that assists in enhancing the IT service management capabilities of an organisation.
Project Manager	Responsible for the day-to-day project delivery and reporting by the Tenderer and main escalation point for any project.
ServiceNow AI & Automation Specialist	Responsible for the administration, optimisation, governance and continual improvement of Artificial Intelligence (AI), Machine Learning (ML), Generative AI and automation capabilities within the NTA ServiceNow platform. The role will act as the subject matter expert for all ServiceNow AI initiatives, ensuring AI functionality delivers measurable business value whilst operating within approved governance, security, privacy and compliance frameworks. The position will provide leadership in the design, deployment, monitoring and governance of AI solutions, ensuring that AI is used responsibly, effectively and in alignment with NTA policies, data protection obligations and strategic objectives. The role will work closely with ICT Operations, Information Security, Data Protection, Service Owners, Business Units and external partners to maximise the value of AI across the ServiceNow platform while maintaining appropriate oversight and control. To ensure NTA maximises the benefits of ServiceNow AI capabilities while maintaining robust governance, transparency, security and accountability, enabling AI to become a trusted and strategically managed capability within the ServiceNow platform.
ServiceNow Developer & Release Manager	The ServiceNow Lead Developer – Agile Delivery & Release Management Lead is responsible for leading the design, development and deployment of solutions within the NTA ServiceNow platform while ensuring all development activities comply with approved Agile, Software Development Lifecycle and Release Management processes. The role provides technical leadership to ServiceNow developers, administrators and project teams, ensuring that enhancements, fixes and platform changes are delivered in a controlled, auditable and repeatable manner. The position owns the technical governance

	of BAU development activities and is responsible for enforcing development standards, release controls, testing requirements and deployment procedures across the platform. The Lead Developer acts as the primary technical authority for Agile delivery and release governance, ensuring that platform stability, security and service quality are maintained while enabling continuous improvement and rapid delivery of business value. To provide technical leadership for the NTA ServiceNow platform by ensuring all development activities are delivered through robust Agile practices and controlled release processes, protecting platform stability while enabling rapid, high-quality delivery of business value and maintaining compliance with NTA governance standards.
ServiceNow Module Specialist	A senior specialist to configure, implement, and maintain ServiceNow modules to meet business requirements.
ServiceNow Reporting Specialist	A specialist to identify business intelligence, reporting, and data analysis needs within ServiceNow, and configure, implement, and maintain ServiceNow reporting to meet business requirements.
ServiceNow Security and Data Segregation Specialist.	The ServiceNow ACL & Data Segregation Specialist is responsible for the architecture, development, administration and governance of access controls within the NTA ServiceNow platform. The role ensures that data is accessible only to authorised users through the effective design and maintenance of Access Control Lists (ACLs), roles, group structures, user criteria, business rules and related security mechanisms. The position plays a critical role in maintaining the NTA Data Segregation Framework, supporting internal users, external operators, managed service providers and third-party vendors while ensuring compliance with security, governance and data protection requirements. The role is also responsible for assessing the impact of new projects on the existing segregation model and ensuring that all platform changes align with established architectural standards Key Outcome: Ensure that NTA ServiceNow maintains robust, scalable and auditable data segregation controls that protect sensitive information, support business requirements and comply with NTA governance and security standards while enabling the platform to continue expanding across internal and external stakeholder group

ServiceNow System Administrator / Level 3 Engineer.	An experienced Level 3 (L3) ServiceNow specialist responsible for the administration, development, testing, and operational support of the NTA ServiceNow platform. The role involves maintaining platform stability, producing and updating technical documentation, and delivering enhancements using best practices, including Automated Test Framework (ATF). The resource will work closely with internal stakeholders to optimise service delivery, reduce reliance on external vendors, lower project costs, and accelerate implementation timelines. The role will also provide leadership and guidance to the wider support team, mentoring colleagues to build capability, improve platform adoption, and enhance the organisation's effective use of ServiceNow. The primary objective of this role is to ensure that critical internal knowledge of the NTA ServiceNow instance is retained within the organisation and not lost across project cycles. This role may be fulfilled on a full-time or part-time basis, provided the primary objective of knowledge retention and continuity is consistently achieved.
ServiceNow Technical Architect (senior)	A trusted technical advisor who guides customers on their digital transformation journey with ServiceNow. They provide expert guidance on technology strategy, governance, solution design, and architecture, supporting customers from strategy development to execution. They translate business and technical requirements into architectural solutions, ensuring complex business goals are met. They guide governance processes, design platform models, and align business needs with ServiceNow's capabilities for successful implementations and user adoption.
ServiceNow Tester/Quality Assurance Lead	A QA Lead to lead and coordinate testing activities, define test strategy and plans, manage defects and reporting, and guiding test teams and stakeholders. At times they may need to execute test plans and scripts, manage defect, report on quality outcomes.
UI / UX Specialist	A specialist in all UX / UI aspects in relation to Service Portal, Employee Center, UI Builder, Workspaces and Email Notifications.

3.2.4 ServiceNow System Migration / Service Transition

In the event of a transition or migration of the ServiceNow instance from the incumbent supplier to a successor supplier, the Supplier shall ensure that the migration is executed in a controlled manner with no loss of data, functionality, configuration, or security.

Full details of this requirement are covered in Schedule 1, section 2.4 of the draft contract and include a transition plan including milestones, programme, foreseen risks and the supplier's approach to these, and stakeholder engagement plan.

3.3 Key Features of the Services and Proposed Contract

Some of the key features of the Services and proposed Contract are briefly set out in the section below however, Tenderers are directed to review in full all schedules attached to the Draft Contract.

3.3.1 *Functionality*

The NTA requires that all functionality within ServiceNow must be deployable out-of-the-box or via configuration changes as a first option. Secondly, low level code-change must only be considered by Tenderers where no other option is available. Where the successful Tenderer supplies configuration changes or low-level custom code, such custom code shall be considered as the Intellectual Property of the Authority in accordance with Clause 11 of the Draft Contract.

Tenderers must include within their Pricing Submissions, all costs associated with any configuration changes and/or low-level code-changes necessary to deliver the functionality required by the Authority. The Authority will not accommodate any requests from the successful Tenderer regarding cost upcharges for configuration changes and low-level custom code during the term of the Contract.

3.3.2 *Data Encryption, Security & Data Protection*

The Authority requires that the successful Tenderer must encrypt data in transit and while being processed utilizing the most current and secure industry standard encryption technologies and solutions (e.g. SSL/TLS, HTTPS) to provide the highest level of data security to meet all current data protection and General Data Protection Regulations (“GDPR”) compliance requirements. The NTA requires that the successful Tenderer must ensure that the ServiceNow instances are updated to current security standards e.g. ISO27001 and future security standards when enacted e.g. NISD2.

3.3.3 *Service Level Agreement (“SLA”)*

Schedule 4 – Service Level Agreement attached to the Draft Contract sets out all of the Key Performance Indicators (“KPIs”) that the successful Tenderer shall be required to meet and adhere to during the performance of the Services for the duration of the Contract term.

3.3.4 *Transition*

The successful Tenderer shall be responsible for managing any transition that may be necessary from the Authority’s current ServiceNow service provider, and which shall also include knowledge transfer.

3.3.5 *Exit Management*

The successful Tenderer shall be required to provide an exit management plan within 12 months of contract commencement, which shall be reviewed and updated at six (6) monthly intervals.

3.3.6 *Third Party Agreements*

While the successful Tenderer will be required to enter into a contract with the Authority on the basis of the terms and conditions contained within the Draft Contract as set out in Appendix VI, a separate agreement between any third party licensor of software or supplier of software-as-a service and the Authority, that the successful Tenderer arranges or procures on behalf of the Authority, may be entered into between the Authority and the third party licensor of software or supplier of software-as-a service, subject to Authority approval of the terms and agreement of all parties that in the event of any conflict or inconsistency between the terms of Draft Contract and the terms set out in any such separate agreement, that the terms of the Draft Contract shall take priority.

The successful Tenderer shall ensure that any agreement between any third-party licensor of software or supplier of software-as-a-service services and the Authority that the successful Tenderer arranges or procures on behalf of the Authority shall include, at least, the following provisions:

- a licence to use the software/system that permits use not only by Authority personnel but also by third party service providers acting on behalf of the Authority;
- reasonable support and maintenance provisions, with appropriate service level arrangements including in respect of response times and resolution times;
- appropriate security and confidentiality obligations on the third-party licensor of software or supplier of software-as-a-service service;
- appropriate service continuity and disaster recovery obligations on the third-party licensor of software or supplier of software-as-a-service service;
- appropriate data protection provisions and obligations on the third-party licensor of software or supplier of software-as-a-service service, to the extent that the supplier will process any personal data on behalf of the Authority;
- an obligation on the third-party licensor of software or supplier of software-as-a-service service to comply with all applicable laws;
- on obligation on the third-party licensor of software or supplier of software-as-a-service service to comply with any Authority policies to the extent relevant to the services to be provided by the third-party licensor of software or supplier of software-as-a-service service;
- appropriate warranties, including that the relevant software/system will operate materially in compliance with its applicable specifications and that any services will be provided with due skill, care, and diligence;
- an intellectual property indemnity by the third-party licensor of software or supplier of software-as-a-service service, covering any third-party allegations or claims of intellectual property infringement arising from the authorised use of the relevant software or system by or on behalf of the Authority;
- reasonable audit rights for the Authority; and
- reasonable exit management provisions, including in relation to any data migration that might be required.

3.3.7 *Artificial Intelligence*

During the tender procedure, but before the tender deadline, the NTA intends to clarify the draft contract with provisions related to the use of AI. The changes may include, but shall not be limited to, provisions which:

- require the provider to disclose AI functionality in compliance with EU AI Act transparency obligations;
- require the provider to identify AI-generated or AI-assisted outputs;
- prevent the activation of any AI components without the consent of the NTA;
- require the provider to disclose any new components added, changes in the underlying foundation model or changes to data processing practices or subprocessors;
- prevent the use of NTA data as training data.

3.4 **Other Requirements**

Transition

The successful Tenderer shall be responsible for managing any transition that may be necessary between an existing service provider and the successful Tenderer.

Tenderers should form their own view as to whether the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as amended) (the “**Transfer Regulations**”) will apply to transfer some or all of the direct employees of the incumbent service provider and any employees of sub-contractors to the successful Tenderer in this competition and should obtain independent legal advice to this end.

3.5 **Commissioning Work**

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

3.6 **Invitation to Tender**

Suitable companies are now invited to tender to undertake this work in accordance with the terms of this brief. Following consideration of submissions, the NTA may at its discretion award the contract to the company submitting the most economically advantageous tender. The NTA will evaluate Tenders based on the criteria set out in section 7 of these Instructions. Tenderers may be required to make a presentation relating to their proposal at an NTA-nominated date, time and venue. The NTA proposes to conclude a contract with the Tenderer who has submitted the most economically advantageous tender when assessed in accordance with the evaluation criteria. In the event that the NTA is unable to conclude a contract with this Tenderer, the NTA reserves the right to revert to the next highest ranked Tenderer, *seriatim*, and seek to conclude a contract with that Tenderer.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Overall Approach

The NTA intends, following this tender process, to enter into a contract for the delivery of the Services (but does not bind itself to do so).

4.2 Procedure

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

4.3 Deadline for Receipt of Tenders

The deadline for receipt of Tenders is 12:00 noon on November 5th, 2026. The onus is on Tenderers to ensure their Tender has been received prior to the specified deadline and are advised that the eTenders post-box facility automatically shuts down after that Deadline for Receipt of Tenders has passed. Only in exceptional circumstances outside the control of the Tenderer will Tender Submissions received after the relevant Deadline for Receipt of Tenders be admitted, and this will be entirely at the discretion of the NTA.

4.4 Delivery of Tenders

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

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

4.5 Tendering Costs

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

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

4.6 The Tender Submission

All Tenders, supporting documents and correspondence will be required to be in English. In circumstances where an original document, which is to form part of the Tender or correspondence with the NTA, is not in the English language, the Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

The working language of the project will be English. Tenderers should be precise and succinct in their submissions. Each section shall be kept to number of pages indicated below in a font no smaller than Arial 10. The NTA may opt to disregard additional pages beyond any specified limit.

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

ServiceNow Elite partner status

Tenders must include official correspondence from ServiceNow Inc, confirming that the Tenderer holds Elite Partner status.

Where the Tenderer is placing reliance upon another economic operator as part of their submission, they must also include official correspondence from ServiceNow Inc., pertaining to that economic operator and confirming that any such entity(ies) hold Elite Partner status.

Relevant similar experience:

Tenderers must provide details of at least three current (or recently concluded) reference sites/contracts of an equivalent size to the NTA requirement, where a ServiceNow ITSM (or CSM) implementation or development was conducted, where they acted as lead solution provider.

In each example, Tenderers must include:

- level of involvement with the reference site;
- a brief description of the project;
- description of services provided and activities performed;
- technologies used;
- mix of staff engaged, number, roles & location (on site, Ireland, nearshore (e.g. Europe), farshore);
- delivery dates;
- service levels provided;
- duration of the contract, and
- approximate contract value.

In each example, Tenderers must demonstrate experience in delivering the ServiceNow ITSM module and at least three (3) other ServiceNow modules, such as described in section 3.2.2 above.

Provide the names and phone numbers of contact persons in three of these matters to act as potential referees. Please note that these persons may be contacted by the NTA for references.

Maximum page count limit: two (2) pages per contract example.

Proposed Personnel:

Details of relevant experience, qualifications and professional expertise of the proposed personnel who shall be responsible for carrying out the Services for all Service Categories and having regard to Schedule 3 – Key Personnel attached to the Draft Contract.

Tenderers shall provide two (2) individual profiles, each limited to one (1) page of relevant experience, qualifications and professional expertise (including time of experience) of the proposed personnel for the following eight (8) roles **only**:

- Business Analyst
- Project Manager
- ServiceNow AI & Automation Specialist.
- ServiceNow Developer & Release Manager
- ServiceNow Security and Data Segregation Specialist.
- ServiceNow System Administrator / Level 3 Engineer.
- ServiceNow Technical Architect (senior)
- ServiceNow Tester/Quality Assurance Lead

Tenderers must propose two (2) candidates for each of the specified roles mentioned above for a total of 16 profiles.

Each profile should clearly state the role for which the candidate is proposed.

In the event that additional profiles are proposed for any role, only the first two profiles, in order of appearance, within the Tenderer's submission shall be considered.

Maximum page count limit: 16 pages

Proposed Approach:

Proposed Approach – Managed Service Delivery:

Details of the Tenderer's proposed approach to managed service delivery in addressing and delivering the requirements set out in

Service Category 1 ServiceNow Maintenance and Support: General Support and Maintenance.
and

Service Category 2: ServiceNow Maintenance and Support: Development and Customisations;
in particular the measures that will be implemented to ensure that all aspects of the work are delivered effectively to ensure quality and continuity of Services, having regard to Schedule 4 – Service Level Agreement attached to the Draft Contract; and

Within the Tenderer's proposed approach, Tenderers shall include reference to the mix and level of resourcing and address each of the sections within the service category.

Proposed Approach – Future Scope System Design, Development and Approach:

Details of the Tenderer's proposed approach in delivering the requirements set out in Service Category 3: ServiceNow Future Scope System Design, Development and Approach; and

Within the Tenderer's proposed approach, Tenderers should clearly address each of the sections within the service category.

Proposed Approach – Service Transition Plan

Details of the proposed Transition plan for the service from the incumbent supplier including estimated project timeline, potential project risks and proposed resources assigned to the project. Delivering the requirements as set out in Service Category 4: ServiceNow System Migration / Service Transition

Within the Tenderer's proposed approach, Tenderers shall include reference to any transition of services dependencies, details of hypercare and details of transition to new Business As Usual ("BAU") support model

Within the Tenderer's proposed approach, Tenderers shall include reference to migration from the existing supplier's support model for the instance of ServiceNow to a new support model of the successful tenderer

Within the Tenderer's proposed approach, Tenderers should clearly address each of the sections within the service category.

Proposed Approach – Account Management

Details of the proposed approach for account management throughout the contract including resources assigned to the contract for this purpose.

Maximum page count limit: a total of 38 pages across the 4 sections listed above.

Pricing Submission:

Tenderers shall complete in full the Tender Pricing Form in accordance with the instructions set out in in this section, and any additional instructions in the Tender Pricing Form. The Tender Pricing Form is a separate .xls document which accompanies this RFT document.

Failure to complete the Tender Pricing Form in full, and unaltered, may result in a tender being excluded from consideration.

The Authority may, without any responsibility for this, examine the details submitted in full the Tender Pricing Form for errors and omissions. The Authority reserves the right to adjust the prices and rates tendered at its absolute discretion, or to request the Tenderer to make such adjustments if the Authority considers it appropriate to do so, without any effect on the tendered total of the prices as submitted in the Tender Price Schedule (but including any corrections or adjustments made in accordance with this section).

The Authority shall not be under any obligation to allow any Tenderer an opportunity to make any adjustments described in this paragraph in its completed full the Tender Pricing Form. The Authority's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

For the avoidance all rates shall include, without limitation, such items as:

- salary payments;
- secretarial/administrative/clerical support;
- office overheads;
- insurance;
- general office consumables;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements,
- internal photocopy and printing costs;
- general overheads, and
- profit

All prices must be in Euros exclusive of VAT.

Form of Tender:

The Form of Tender at Appendix II must be submitted with the Tender. The Form of Tender must be completed and signed (either in ink or digitally). The Form of Tender has been included with the tender documents in .doc format for convenience.

4.7 European Single Procurement Document

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

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

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

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

4.8 Validation of Tenders

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

Tenders which are not eliminated following this step will be assessed in accordance with the provisions of section 7 of these Instructions.

4.9 Pricing

The pricing schedule set out in Appendix I must be completed by all Tenderers. Failure to complete this schedule in full and to quote on this basis may result in a Tenderer's proposal being excluded from consideration.

4.10 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer in a Tender was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the NTA as soon as it becomes aware of this. The NTA reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the Tenderer from further participation in the procurement process.

If it comes to the NTA's attention that:

- there has been a change in circumstances concerning a Tenderer that could affect the assessment of that Tenderer's Tender or a decision that the Tenderer has qualified to have its Tender assessed; or
- information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the NTA may (but is not required to) revise its assessment of the Tenderer's Tender or whether that Tender can be included in the evaluation on the basis of the information then available.

4.11 Non-compliant Tenders

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

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

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

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

4.12 Exclusionary Grounds

As regards Regulation 57 of SI 284 of 2016, Tenderers must declare in the ESPD that either no grounds for exclusion of the Tenderer pursuant to Regulation 57 apply, or that, although exclusion grounds do apply to the Tenderer, the Tenderer can, where permitted by Regulation 57, provide evidence to satisfy the NTA that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of the exclusion grounds. If the NTA considers that there are grounds for the exclusion of the Tenderer, and the Tenderer is unable to demonstrate to the satisfaction of the NTA that it should not be excluded (including failing to provide supporting documentation on request), the Tenderer will be eliminated from the Competition.

If the NTA determines that there are grounds for exclusion of a sub-contractor or entity being relied upon under Regulation 57, it may (where permitted by applicable law) ask the Tenderer to replace such sub-contractor.

If a Tenderer is asked to replace an entity or sub-contractor, and the Tenderer does not do so, or the replacement does not meet the relevant selection criterion or is subject to exclusion under Regulation 57, the Tenderer may be eliminated from the Competition.

5. INFORMATION AND COMMUNICATIONS

5.1 Amendments and/or Clarifications

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

5.2 Communications and Queries

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

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

Queries must be received by the NTA not later than the closing date for receipt of queries although the NTA reserves the right to respond to queries raised after that date. It is the Tenderer's responsibility to ensure that all queries are received by the NTA by this deadline. Such queries and /or requests should be submitted not later than **ten (10) days** prior to the date for return of Tenders. Any communication shall state clearly that it relates to Support and Maintenance of NTA Dedicated Standalone ServiceNow Instances.

Queries from tenderers will be accumulated and answers, where appropriate, will be sent simultaneously to all tenderers to ensure that all tenderers have the same opportunity to respond. The NTA will, if appropriate, circulate copies of all queries submitted pursuant to this section 5, together with the NTA's responses thereto, to all tenderers by posting the responses to the queries via the Irish Government's e-tenders website; namely, www.etenders.gov.ie. Accordingly, it is critical that tenderers record their interest in this request via the www.etenders.gov.ie website. Otherwise, a Tenderer may not receive a breakdown of queries submitted, together with the NTA's responses thereto.

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

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

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

GENERAL PROVISIONS

6.1 Consortia

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

6.2 Freedom of Information Act Requirements

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

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

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

6.3 Conflict of interest

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

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

6.4 Tender Validity Period

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

6.5 Tax Clearance, Insurance and Indemnity

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

6.6 Confidentiality

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

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

The Receiving Party may disclose Confidential Information:

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

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

6.7 Ownership of Intellectual Property

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

6.8 Reliance on resources

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

6.9 Prior knowledge

Tenderers must not make assumptions that the Authority or any of its advisors has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated

on the information contained in their Tender (as may be clarified in accordance with the provisions of these Instructions).

6.10 Corrections to Pricing Submission and abnormal tenders

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

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

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

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

6.11 Independent Enquiries

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

6.12 Sanctions

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

7. EVALUATION PROCESS

7.1 Introduction

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

7.2 Evaluation Criteria

7.2.1 Stage 1

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

Selection Criteria	Marks Available	Minimum Required
ServiceNow Elite partner status The Tenderer must include official correspondence from ServiceNow Inc, demonstrating that the Tenderer holds Elite Partner status. Where the Tenderer is placing reliance upon another economic operator for delivering the Services, they must also include official correspondence from ServiceNow Inc., pertaining to that economic operator and confirming that any such entity(ies) hold Elite Partner status.	Pass/Fail	Pass
Previous experience Tenderers must demonstrate a proven track record in the provision of assisting clients of a similar nature and scale to the NTA (public or private sector experience is equally relevant) with their continued development, adoption and operational support of their ServiceNow environments. Marks will be awarded based on the suitability of the Tenderer to provide the Services based on the contract examples.	100	50

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

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

Tenderers who achieve the minimum mark in the selection criteria above will progress to Stage 2 of the evaluation, and be evaluated under the award criteria in accordance with section 7.2.2.

The scores achieved under the selection criteria will not be relevant to the evaluation under the award criteria at Stage 2.

7.2.2 Stage 2

The evaluation criteria that will be applied by the Authority to identify the most economically advantageous Tender will be:

Award Criteria	Marks Available	Minimum Required
Initial Scope of Personnel The quality of relevant experience, qualifications and professional expertise of the proposed personnel who shall be responsible for carrying out the Services as set out above in section 3.3.3. Provision of ServiceNow Professional Services.	20	10
Proposed Approach – Managed Service Delivery Excellence The quality of the Tenderer's approach to managed service delivery in addressing and delivering the requirements set out in Service Category 1: ServiceNow Maintenance and Support, in particular the measures that will be implemented to ensure that all aspects of the work are delivered effectively to ensure quality and continuity of Services having regard to the Service Level Agreement.	20	10
Proposed Approach - Future Scope System Design, Development and Approach; Roadmap to Innovation The quality of the Tenderer's proposed approach in addressing and delivering the requirements set out in Service Category 3: ServiceNow Future Scope System Design, Development and Approach,	10	5

Service Transition Plan The quality of the proposed Transition plan for the service from the incumbent supplier including estimated project timeline, potential project risks and proposed resources assigned to the project. Delivering the requirements as set out in Service Category 4: ServiceNow System Migration / Service Transition	5	2.5
Approach to Account Management The quality of proposal for account management throughout the contract including resources assigned to the contract.	5	2.5
The tender price as per Appendix 1, Pricing Submission	40	N/A

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

The Authority reserves the right to interview Tenderers or request presentations from Tenderers before completing the final assessment under the award criteria. The highest scoring Tender will represent the most economically advantageous tender.

7.3 Quality Assessment

The procedure used for the assessment of selection criteria and qualitative award criteria will be as follows:

1. Each Tenderer's response to each quality sub-criterion will be evaluated and assigned a scoring band with reference to the table below. The professional judgment of the evaluators shall be used to determine which of the relevant bands the response shall fall into.
2. Each Tenderer's score in respect of each sub-criterion will be equal to the maximum number of marks available multiplied by the percentage corresponding to the assigned scoring band.

Scoring Band	Score (as a % of the maximum marks available)	Interpretation
10	100%	Exceptional level of relevant information which exceeds expectations. Response is completely robust. Provides almost

		total confidence that stated outcomes will be delivered. Overall response exceeds expectations.
9	90%	Excellent level of relevant information with no information missing. Excellent level of confidence in the robustness of the response with no reservations. Excellent prospect of delivering on stated outcomes with no reservations. Overall excellent response which gives no cause for concern.
8	80%	Excellent level of relevant information with very little information missing. Excellent level of confidence in the robustness of the response with very few reservations. Excellent chance of delivering stated outputs with very few reservations. Overall excellent response which gives very little cause for concern.
7	70%	Very good level of relevant information provided with little information missing. Very good level of confidence in the robustness of the response with few reservations. Very good chance of delivering the required outputs with few reservations. Overall a very good response which gives little cause for concern.
6	60%	Good level of relevant information provided with little information missing. Good level of confidence in the robustness of the response. Should deliver the required outputs but some reservations. Overall a good response but still raises concerns.
5	50%	Satisfactory level of relevant information provided. Reasonable level of confidence in the robustness of the response. May deliver the required outputs but some reservations. Overall a reasonable response but which raises some concerns.
4	40%	Poor information provided below level expected. Some confidence in the robustness of the response. Has some chance of delivering the required outputs. Overall a poor response which raises some concerns.
3	30%	Very poor response with little relevant information provided. Little confidence in the robustness of the response. Has little prospect of delivering the required outputs. Overall a very poor response which raises concerns.
2	20%	Unsatisfactory response with no relevant information provided. Very little confidence in the robustness of the response. Has very little prospect of delivering the required outputs. Overall an unsatisfactory response which causes significant degree of concern.
1	10%	Unsatisfactory response with no relevant information provided. No confidence in the robustness of the response. Has almost no prospect of delivering the required outputs. Overall a highly

		unsatisfactory response which causes very significant degree of concern.
0	0%	No relevant information provided. No confidence of delivering the required outputs. Overall unacceptable response which causes unacceptable degree of concern.

7.4 Price Assessment

The marks awarded under the Price criterion will be calculated using the following formula:

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

Where:

- Tender Fee, is the Tender Fee submitted by the Tenderer under consideration;
- Lowest Tender Fee, is the lowest Tender Fee from the Tenders received;
- Highest Tender Fee, is the highest Tender Fee from the Tenders received; and
- Weighting is 30 marks.

7.5 Clarifications

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

7.6 Tie Break

In the event of a tie, the Tender with the highest aggregate score across all qualitative criteria will be deemed to be the highest-ranked Tender.

8. STEPS FOLLOWING TENDER ASSESSMENT

8.1 Notification

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

8.2 Letter of intent

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

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

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

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

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

8.3 Letter of Acceptance

The Authority may create the Contract by issuing a Letter of Acceptance in respect of such Contract at any time during tender validity period (subject to any standstill period which may be required by law).

9. PROPOSED CONTRACT

A copy of the contract proposed to be entered into between the Authority and the successful Tenderer is attached at Appendix V. Please note the specific technical and other requirements are detailed elsewhere in this document and in addition to the conditions in the contract. The successful Tenderer will be required to enter into a contract with the Authority on the basis of the terms and conditions set out in Appendix V. The Authority shall draft and specify the final form of the contract.

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

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

APPENDIX I – TENDER PRICING FORM

Appendix I accompanies the Request for Tenders as a separate document.

APPENDIX II – FORM OF TENDER

Included as a separate .doc document for convenience

National Transport Authority
Haymarket House
Haymarket,
Dublin 7,
DO7 CF98

RE: Request for Tenders Support and Maintenance of NTA Dedicated Standalone ServiceNow Instances

Dear Sirs

1. Having examined in full and understood the Instructions to Tenderers (“**Instructions**”) and any accompanying documentation, including the terms and conditions of contract, for the above-mentioned contract issued by the National Transport Authority (the “**Authority**”), we offer to provide the services required by the Authority as more particularly described in the tender documentation provided for the amounts set out in our Pricing Submission enclosed with this tender, or such other fee as may be determined in accordance with the contract.
2. We confirm that we have read the tender documentation in full and in particular confirm our acceptance of all terms and conditions of contract in the latest form issued by the Authority before the deadline for receipt of tenders.
3. We confirm that all of the information supplied in our tender is true and accurate.
4. In consideration of your providing us with the tender documents, we agree not to withdraw this offer until the later of:
 - (a) 6 months from the closing date for receipt of tenders; and
 - (b) expiry of at least 21 days written notice to terminate this tender given by us, which may not issue prior to the expiry of the period at (a).
5. We acknowledge that, save for our irrevocable offer to keep our tender open for acceptance for the period referred to in paragraph 4 above, and the provisions of section 6.6 of the Instructions, no legally binding agreement exists between us unless and until our offer is accepted by you by the issue of a Letter of Acceptance or the execution by us both of the contract.
6. We understand that this tender can be awarded in whole or in part and that you are not bound to accept the lowest or any tender you may receive.
7. We acknowledge that the departure of the United Kingdom from the European Union (“Brexit”) has occurred and that we have taken account of Brexit in preparing our tender. We confirm that we have taken all necessary steps to ensure that we comply with our obligations under the Contract (including but not limited to our obligation to comply with applicable law) given the occurrence of Brexit, at our sole cost. We understand that our tender price is deemed to include for all costs associated with

Brexit, whether as a result of customs, duties, taxes, currency fluctuations, cost of transport, cost of compliance with applicable law or otherwise, and that we will not be entitled to claim additional payments to reflect increased costs save as explicitly provided for in accordance with the terms of the Contract.

8. We certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- communicate to a person other the person calling for the tender the amount or approximate amount of the tender;
- enter into any agreement or arrangement with any other person that he or she shall refrain from tendering or as to the amount of any tender to be submitted;
- offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or thing of the sort described above in relation to any other tender or proposed tender.

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

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

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

Dated this _____ day of _____ 2026

Name _____ of
tendering entity: _____

(IN BLOCK LETTERS)

Address:

Signed for and on
behalf of
tendering entity:

Name in block
capitals:

Official capacity
or authority:

In the presence of:

Signature of
witness:

Name of witness
in block capitals:

Witness
occupation:

Witness address: _____

APPENDIX III – DATA PROTECTION NOTICE

As part of your response to the procurement documents for this competition you may provide personal data relating to you or your organisation, employees or other third parties. In the procurement documents, “Data Protection Law” means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.

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

Where such personal data is provided, the relevant controller is the Authority. If you have any questions about our use of your personal data, please contact us at privacy@nationaltransport.ie. Alternatively you can get in touch with our Data Protection Officer at privacy@nationaltransport.ie.

We may process the following personal data as part of this competition:

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

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

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

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

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

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

If you are unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process or the award of the contract to the successful party, whichever is later. If you are successful, and a contract is awarded to you at the end of the tender process, such personal data will be retained in accordance with our Record Retention Policy.

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

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

APPENDIX IV – DRAFT CONTRACT

Accompanies the tender documentation as a separate document.