

KILDARE COUNTY COUNCIL
Transport, Mobility & Open Spaces



Instructions To Tender

Framework Agreement
Framework No. 1 - Design, Supply, Installation, and
commissioning of Traffic Signal Equipment
(2026-2028)

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Disclaimer

This document constitutes the Instructions to Tenderers for the above Framework Agreement. All tenderers must comply with these Instructions and the terms set out herein. Tenderers are recommended to read all of the supplied documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the documents is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers.

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Glossary of Terms

“Contracting Authority”: Kildare County Council.

“Supplier”: any natural or legal person or public entity or consortium of such persons and/or bodies offering to supply products.

“Contractor”: any natural or legal person or public entity or consortium of such persons and/or bodies selected at the end of the procedure for the award of the *works contract*.

“Works Contract”: contract concluded in writing between a *contractor* and a *contracting authority*, or the execution, by whatever means, of works corresponding to the requirements specified by the *contracting authority*.

“Request for Tender (RFT)”: in this case; an invitation from the *Contracting Authority* (via eTenders) to Tenderers for the purpose of setting up a *Framework Agreement* and with an option of awarding a *Works Contract*.

“Framework Agreement”: an agreement between one or more contracting authorities and one (single-supplier) or more (multi-supplier) economic operators (suppliers), the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity and quality envisaged.

“Tenderer”: an entity who submits a Tender in response to a Request for Tender (RFT).

“Successful Tenderer”: an entity who submits a Tender in response to a Request for Tender (RFT) and is awarded the contract, once parties have signed the contract agreement.

“Framework Member”: means a *tenderer* (which can be Contracting entities, consortia or joint ventures) that the *Contracting Authority* invites to participate in the *Framework Agreement* following assessment under an *RFT*.

“Mini-Tender Competition”: the tender process for awarding contracts under a *Framework Agreement* where all *Framework Members* are invited to tender (where there is sufficient time to run a Mini-Tender competition and where works are not of an urgent nature). Contract works are awarded in accordance with the rules set out in the Framework Agreement.

“Call-off Order”: An order between the *Contracting Authority* and a *Successful Tenderer* which enables bulk orders over a period of time, and created to cover multiple supplies or deliveries from a single supplier (or multiple suppliers) within the rules set out in the *Framework Agreement*. Used also for urgent supplies where immediate availability is

paramount or for minor value/quantity supplies where *a mini-tender competition* is not appropriate for the scale of purchase.

“Notional Tender Total”: a notional total tendered in the Pricing Document by the Tenderer, to be and derived by the Tenderer from the sum of the tendered rates and prices multiplied by the notional quantities in the Pricing Document, and used by the Contracting Authority for tender assessment purposes only.

“PSDP”: Project Supervisor Design Process

“PSCS”: Project Supervisor Construction Stage

“Designer” any service provider with a design input to the project.

2. INTRODUCTION

Kildare County Council (the “Contracting Authority”) proposes to establish and operate a “Framework Agreement” under this public procurement competition for the following;

“Framework 1: Design, supply, installation and commissioning of Traffic Signal Equipment (2026 - 2028)”

This includes all associated control equipment, ancillary equipment, traffic management and may include traffic signal or other such equipment adjacent to the junction and associated with the junction project.

Supplemental Information and Queries

- Latest date for queries: **25th November 2025 on or before 17:00**
- Date after which Employer will not normally issue supplemental information or responses to queries: **2nd December 2025 on or before 17:00**
- Latest Time and Date for receipt of completed Questionnaire and Tender: **9th December 2025 on or before 17:00**

Duration

The Framework will be set up under the Capital Works Management Framework (CWMF) Open Procedure with an anticipated commencement date of Q1 of 2026 and will run for a 24 month term with the option to extend by a further two 12 month periods (a maximum total duration of 48 months or four years).

It is intended that this Framework will be multi-supplier (with a minimum of 3 framework members) except in exceptional circumstances where less than three suppliers pass the Suitability Assessment process. In such cases, the Council may decide to accept a single supplier. (1 Framework Member). Framework will have a maximum of 5 members. (see Chap.10 of this document.)

Framework structure/call-off procedure

Call-offs of contracts from each framework will generally be by a “Mini-Tender Competition” run amongst all Framework Members. However, if a framework is by necessity single-member/single-supplier a straightforward direct ‘contract call-off’ or ‘order call-off’ by the Contracting Authority will apply. (see Chap. 10).

For small or urgent works (typically < €50,000), the Contracting Authority may award call-offs directly to the highest ranked framework member based on initial tender results.

Call-Off Contract

Each call-off shall be executed under PW-CF6 (or PW-CF5) using the terms and rates established in the framework.

Value

The estimated value of works for the Framework Agreements is **€4,000,000** and may exceed that.

Tenderers shall note.

- 1) that the above amounts are **not** a guarantee of the value of future works in the proposed Framework and
- 2) that this Tender process does not constitute an offer to enter into a contract and neither this document itself, nor any of the information set out herein should be regarded as a commitment or representation on behalf of the Contracting Authority or any other person to enter into a contract.
- 3) that the Contracting Authority reserves the right to award contracts for some equipment covered by this framework outside of this framework agreement at their discretion or not to award any works under the framework.
- 4) that the Contracting Authority reserves the right to a) discontinue this procurement process at any time and b) to amend this ITT, its requirements and any information contained herein and in the other documents at any time by notice, in writing via Etenders to the Tenderers and will not be liable for any costs incurred by Tenderers in participating in this process.

For each call-off (mini-tender normally) contract awarded under the Framework Agreement, the Framework Member will be appointed as the Works Contractor and required to;

- **accept the role of Project Supervisor of Design Process (PSDP);**
- **accept the role of the Project Supervisor Construction Stage (PSCS) and,**
- **accept the role of Designer.**

Contracts will include **Traffic Management and Health & Safety** responsibilities as required for a particular contract.

Note:

This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. The Employer will

implement a performance review relating to the Framework Members performance. The review may include but may not be restricted to; adherence to timely delivery of design, supply, installation and commissioning services, quality of service. These will be as detailed in the Framework Agreement.

3. WORKS DESCRIPTION (PARTICULARS)

The proposed works include but are not limited to the technical design (in-house only will be accepted for this type of critical infrastructure), construction of associated traffic signal civils infrastructure, supply, installation and commissioning of traffic signal equipment, signal control equipment, ancillary junction traffic control equipment for the purpose of provision of new traffic signal layouts to connect to Kildare County Council's existing infrastructure and monitoring systems. This includes all associated control equipment, software, software programming, Traffic Management and may include traffic signal or other equipment in the vicinity of the junction and/or associated with a project.

Framework 1: Design, supply, installation, and commissioning of Traffic Signal Equipment (2026-2028)

In detail, Works Contracts which may be called off this Framework may typically include (but not be limited to) the following requirements;

- Supply & installation of traffic control equipment compatible with existing equipment and monitoring and communication systems at junctions including; traffic signal equipment, pedestrian crossing traffic signal equipment (Pelican, Toucan, Pegasus and Zebra), electronic bollards, belisha beacons, controllers, in-station equipment, cycle counting, CCTV, red light detection cameras, traffic counting and classifying equipment, speed limit cameras, out-station monitoring units, out-station transmission units, push buttons, school warning signage, variable messaging signage etc, street furniture
- Provide detailed design documentation for the specific project to include traffic signal layouts designed by in-house technical staff who are both qualified and experienced in traffic signal layout design and with a demonstrable track record in the detailed design of traffic signal layouts; preparation of bills of quantities; configuration and validation of new signal operations; assessment of effectiveness and revision of signal operations
- provide (in AutoCAD) general layouts, drawings showing relevant configurations, implementation, and validation to UTC/SCOOT and MOVA systems;
- incorporate in the design the requirements of current standards and protocols provided by Kildare County Council for various elements of the layout;
- cabinets, brackets, backing boards, hoods, louvers, pole caps, loop detectors, transformers, power supply units, cables and lenses and all other ancillary items to complete an installation;
- liaise with Kildare County Councils civil works contractor (contractor may be separately procured by Kildare Co. Council) to schedule and perform the installation and commissioning of the equipment;
- All equipment, both hardware and software, must be consistent with the MOVA/UTC SCOOT equipment currently being used;

- Installation of XYZ, MOVA, SCOOT, speed, counting loops and above ground detectors, including approved kerbside detection and on-crossing detection;
- General works associated with supply and installation of traffic signal equipment for UTC/SCOOT and MOVA controlled junctions including traffic management;
- Supply, installation and/or removal of (existing) traffic control equipment; general works associated with the supply and installation of replacement traffic control equipment;
- Design and implement changes to UTC/SCOOT system as well as extensions to the UTC area;
- Installation of GSM, broadband and wireless communications for RMS, STRATOS and UTC/SCOOT and MOVA equipment;
- Install controller specifications on to Kildare County Council's Fault Management System (FMS) Hardware, Remote Monitoring System (RMS) hardware, STRATOS hardware and Urban Traffic Control (UTC) System Hardware.
- Design, Configuration and Commission of Traffic Control equipment on to County Kildare's FMS, RMS, STRATOS and UTC systems;
- Supply installation and particularly replacement of items using innovative technology to improvement performance and efficiency.
- Fixed CCTV cameras (to KCC specification) connected by wireless technology or broadband to each approach for all shuttle working (eg at rail bridges) in the County with provision of integrated analysis software;
- Installation of bus priority equipment at SCOOT/UTC and MOVA junctions
- Installation of advanced warning VMS signage using Solar and Wind Power;
- Installation of Solar Powered Warning Signs & Driver Feed Back 'Your Speed' Signs
- Installation of remotely monitored speed detection CCTV at pedestrian crossings in County Kildare with the provision of integrated analysis software
- Accepting the role and responsibilities of carrying out the duties of Project Supervisor of Design Process, (PSDP), Designer and Project Supervisor for the Construction Stage. (PSCS).

4. TYPICAL PROJECTS PREVIOUSLY CARRIED OUT

Potential tenderers are strongly advised to make themselves familiar through site visit with the scale and nature of existing network of traffic signal equipment in Co. Kildare which consists of standalone and networked signalized junctions in major towns such as Naas, Newbridge, Maynooth, Celbridge, Athy etc.

A variety of projects and activities in rural and urban areas may be called off under mini-tender competitions run under this Framework. The frequency, scale and type of projects will vary depending on the needs of the Contracting Authority and the urgency of the work required.

Note 1: Tenderers shall be aware that any call-off contract may be carried out alongside other general civil engineering works associated with an the overall project (such civil work (would normally) may be undertaken by a third party procured separately, working on behalf of Kildare County Council or a third party conditioned to supply equipment through the planning process.)

Note 2: Tenderers should be aware of **the requirement for all equipment and software to be entirely compatible with KCC's existing systems.** Detailed information can be ascertained from site observation and in the *Specification* document included in this set of Tender documents.

5. INITIAL ASSESSMENT OF TENDERS

This Framework Agreement will be established by means of the Open Procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). The purpose of this portion of the documentation is **to establish whether Tenderers have the required experience, competencies, and financial capacity to complete contracts which may be called off the Framework.**

There is no initial contract as part of the establishment of this Framework Agreement. The completion of Notional Bills of qualities is part of the Suitability Assessment under ‘Price’ and, where applicable, ‘Quality’.

Tenderers are required to complete and submit Suitability Assessment Questionnaire (QW1) and associated Supplements (3.4.1, 3.4.2, 3.4.3 and 3.4.4) and the Appendices as set out in QW1.

Without in any way limiting Kildare County Council's discretion, it is anticipated that: Suitability Assessment submissions will be evaluated in accordance with the provisions of Sections 1, 2 and 3 of **Suitability Assessment Questionnaire QW1**. All criteria in this part of the process are **Pass/Fail**. Only those tenderers who ‘pass’ following this part of the assessment (stage 1) will have their tenders put forward to the next stage of assessment (stage 2 -assessment of price and quality for inclusion and ranking on the Framework Panel).

Tenderers should carefully read and complete Suitability Assessment Questionnaire QW1, including completion of the crosschecking boxes provided for their use in Section 3 and, as stated above, attach the appropriate Supplements and Appendices, ensuring they are completed in accordance with the instructions. In some circumstances, Tenderers may be required to submit supporting documentation or to submit this information only if requested and, in some circumstances, Tenderers will be required to complete appendices self-declaring that they meet the minimum pass requirement for the relevant criteria.

Assessment of Compliance with the Contracting Authorities instructions;

Tenders will be checked for compliance with the requirements of the above instructions and may be excluded from further consideration if documentation submitted is not in compliance.

Note regarding Tenderer’s Personal Situation:

Under Section 3.1 of the Suitability Assessment Questionnaire dealing with the Tenderer’s Personal Situation, tenderers are requested to complete and include

Appendix 'A', 'Applicants Personal Situation Declaration'. If tenderers have already completed an Appendix 'A' 'Applicants Personal Situation Declaration' for another RFT advertised by this Local Authority (outside this RTF) and that declaration is dated within 12 months of the Tender return date then Tenderers may submit that declaration 'A1' and do not need to complete a new declaration for this process. Tenderers who are successful in being invited to participate in the Framework Agreement may be requested to complete a new Appendix 'A', 'Applicants Personal Situation Declaration'.

6. FURTHER ASSESSMENT OF TENDERS

Tenderer submissions which have been checked and deemed compliant with the above requirements in the above stage of assessment (stage 1) will then be further assessed on the following;

- 1) Price (Notional Bill of Quantities) (50%)
- 2) Technical Merit/ Quality Assessment (50%)

The award criteria and marking system for this Framework (and any subsequent call-off Tenders) Tenders will be 'Most Economically Advantageous Tender' (MEAT). To establish the MEAT, Tenders will be assessed both for Price and Quality. The Price/Quality ratio will be 50% Price / 50%. Technical Merit/Quality assessment.

The maximum points available for Price and Technical Merit/Quality is 1000. (500 for price, 500 for Technical Merit/Quality Assessment).

Tender submissions will be ranked according to the number of points awarded and this ranking will carry through to the Framework. (See Chap. 10 -Award Criteria as well).

7. PRICE ASSESSMENT - NOTIONAL BILL OF QUANTITIES

The Tenderer must complete in full and return the Notional Bill of Quantities included in these documents as part of the Tender. Tenderers must price all the items. The Notional Bill of Quantities is to assist the Council in obtaining value for money for the duration of the Framework Agreement and is used for awarding points in this Price Assessment.

Important: any Tenderer who is awarded a position on the Framework and participates in any future Mini-Tender Competition Tenderers will be required to submit rates not above the rates included within the Notional Bill of

Quantities. Where of necessity the Framework is single supplier, the same requirement applies.

In detail, the maximum points available for Price is 500. The Tender will be based on the maximum rates submitted by the Tenderer for the **Notional Bill of Quantities included for the purposes of this assessment**. The Price will be the total of all the sections of the Notional Bill.

Award of points- points for Price will be calculated on the following basis:

$$\frac{\text{Lowest Price} \times 500}{\text{Price for "Tenderer A"}} = \text{Points for Price for "Tenderer A"}$$

Price for "Tenderer A"

Example: If the lowest Price Tendered is €100,000 and "Tenderer B" is €150,000 then the points to be awarded to your Tender for Price is:

$$\frac{100,000 \times 500}{150,000} = 334 \text{ points}$$

So, Tenderer "A" will receive 334 out of the maximum 500 points available for Price.

Note: The fixed price total must be carried forward to the **Pricing Summary Sheet** and the total fixed Price presented in the **Tender and Schedule** as a single figure.

8. TECHNICAL MERIT / QUALITATIVE ASSESSMENT

Criteria Number	Criteria Description	Maximum Marks	Min Marks (to pass)
Q1	Technical – Typical Past Project(s) -incl. submission of ACAD drawings/other tech data for Design and Construction – relevant to the project requirements in the Works Description in Section 3 of this ITT etc. with accompanying explanatory narrative.	250	150
Q2	Technical - Health and Safety -Typical Health & Safety Plan for one (1) past project listed in B1, B2 and for which there is a certificated of satisfactory execution in B3 etc	100	40
Q3	Technical – Quality Assurance. Documents for Company/past projects/with accompanying narrative. 3rd party interaction with contractors, services parties (Limit 15 pages)	50	30
Q4	Environment- Past Projects/ Company Policy/Initiatives/ with narrative. (Limit 15 pages)	50	30
Q5	Energy Cost/Innovation /Value for Money Proposals - with accompanying narrative. (Limit 10 pages)	50	20
Note: All as-built drawings must be submitted in digital ACAD format			

	Technical /Quality Score	500	270
	Pricing Score	500	N/A
	TOTAL MARKS	1000	

The Tenderer is responsible for ensuring that there are no numerical errors in the totalling process. As stated above, the Price/TM-Quality ratio will be **50% Price / 50% Qualitative** meaning that **50%** of the overall marks available will be awarded for Quality. The **maximum points available for Quality is therefore 500**. Minimum marks to pass must be reached in Q1 through to Q5. Failure in any one section will result in exclusion from any further assessment.

The table above lists quality sub-criteria, **Q1** to **Q5** and points awarded: Tenderers shall note the requirements for a typical project as listed in *Works Description* section of this document and submit concise and cogent information relevant to the type of works described. Marks will be deducted for non-cogent responses where information is inadvertently difficult to find or obscured by irrelevant information. Exceedance of **Page Limits** listed in the above table may, at the discretion of the evaluators result in marks being deducted. Tenderers are encouraged to display excellence in their submissions by including value-for-money proposals as requested in Q5 above. Tenderers are required to submit the information in the following manner or similar for ease of assessment; - a single pdf/word doc with Q1 to Q5 narratives and appendices included in this pdf or, a single pdf/word doc with Q1 to Q5 narratives and appendices provided in separate electronic folders clearly labelled ‘Q1 Appendices’, ‘Q2 Appendices’ etc.

At a minimum, for each sub-criteria **Q1** to **Q5**, Tenderers must;

Q1

- include technical information for relevant projects (maximum 3) - relevant to the requirements of the section 3 of the document, the *Works Description, Specification* - to include ACAD Layouts and typical standard details, typical calculations, software references etc for Design and Installation. **(100 points)**
- demonstrate a track record and understanding of the integration of a typical project with (FMS) Hardware, Remote Monitoring System (RMS) hardware, STRATOS hardware and Urban Traffic Control (UTC) System Hardware. **(50 points)**
- include proposed personnel (numbers /qualifications) and resources, a typical Programme(s) of Works (to include the in-house design phase), detailing all activities, actions, milestones, and critical paths /deliverables for past projects. **(50 points)**
- include an indicative timetable for the lead-in/provision/installation of a typical project(s) **(25 points)**

- include a narrative for typical past interaction with any civil engineering contractor in the programme methodology and project plan **(25 points)**

Points Available: 250

Q2

In addition to the information supplied under the Suitability Assessment Section, Tenderers shall submit;

- a typical relevant **site-specific Health and Safety plan** for a project of similar scale and complexity; **(50 points)**
- a narrative on how tenderers would deal with/have dealt with potential H&S problems associated this type of contracts based on experience. **(25 points)**
- a list any additional qualifications/merits relevant to this tender. **(25 points)**

Points Available: 100

Q3

In addition to the information supplied under the Suitability Assessment Section, Tenderers shall submit;

- a typical Quality Management Plan - company procedure and qualifications achieved for Quality Control Monitoring on-site procedures for addressing snag items **(25 points)**
- a narrative on liaison, consultation, co-ordination and co-operation with 3rd parties both onsite in preparation for onsite works, including a typical traffic management plan. **(25 points)**

Points Available: 50

Q4

Tenderers shall submit;

- a narrative on environmental considerations – noise/light spill from the installation - effect on residents in area etc **(25 points)**
- company procedure and qualifications achieved for environmental on-site procedures for addressing snag items **(25 points)**

Points Available: 50

Q5

Tenderers shall submit;

- narrative/documentation and statistics on energy-efficiency for the end-user, environmental considerations of equipment. **(25 points)**
- narrative/documentation on future proofing against equipment/technology obsolescence **(25 points)**

Points Available: 50

9. DETAILS OF THE FRAMEWORK AGREEMENT

Please refer to the document “Framework Agreement for Construction Work” document which is included for your information for the rules to the operation of the Framework Agreement. Framework Participants will be required to sign this Framework Agreement if invited to participate in the Framework.

10. CONTRACT AWARD / OPERATION OF THE FRAMEWORK AGREEMENT

Framework will have a minimum (where qualified under the assessment procedures) of 3 members and a maximum of 5. Where less than three tenderers qualify under the process the Council may decide to accept two or a single Framework Member/ supplier.

Call-offs from the framework will generally be by a “Mini-Tender Competition” run amongst all Framework Members. If the framework is (by necessity) a single-supplier a straightforward direct ‘contract call-off’ or ‘order call-off’ by the Contracting Authority will apply with the Tender Framework rates applying.

In addition, when a call-off is either urgent or not significant enough to warrant the preparation of a mini-competition and where there is more than one member/supplier on the Framework, a system of rotation for each call-off, commencing each time with the highest scoring Framework member in this competition and moving down the rank if that member cannot satisfy any ‘immediate availability’ or ‘within a stated acceptable period’ stated at the time of call-off by the Contracting Authority.

11. FURTHER INSTRUCTIONS TO TENDERERS

Tenderers shall not collude with any other Tenderer in relation to this process.

- Tenderers shall not attempt to influence the assessment process. Any breach of confidentiality or form of collusion shall entitle the Contracting Authority to disqualify a Tenderer from the competition without notice.
- **It is a condition of the Tender that the Contractor must comply with the terms of the Department of Finance Circular 43/2006: Tax Clearance Procedures. Refer to Section 13: Tax Clearance**

Tenderers may obtain information regarding their obligations concerning:

- Taxation from the Revenue Commissioners (Framework.revenue.ie)

- Environmental protection from the Environmental Protection Agency (Framework.epa.ie)
- Employment protection and working conditions for the Department of Enterprise, Trade and Employment (Framework.entemp.ie)
- Health, Safety & Welfare, from the Health & Safety Authority (Framework.hsa.ie)

12. SUITABILITY ASSESSMENT QUESTIONNAIRE

As already stated, as part of the Tender submission all Tenderers must complete the attached Suitability Assessment Questionnaire (QW1), Supplements, and Appendices as required. Tenderers should note that the Guidance Notes on completing the Questionnaire are available from the Capital Works Management Framework website at the following address:

<http://Framework.constructionprocurement.gov.ie/>

The design of signals and support systems is considered to be an essential in-house skill of any tenderer. A Tenderer may demonstrate compliance with the technical capacity and experience criterion in other areas through the experience of subcontractors, by providing details of the subcontractor's relevant experience and track record on previous projects with the Tenderer. Where the experience of a subcontractor is relied upon, the Tenderer will be required to show the availability, commitment of the indicated subcontractor to the Tenderers participation, and that such participation will be in the area to which the experience is relevant. A subcontractor's commitment needs not be exclusive to one Tenderer.

Tenderers seeking to rely on the experience of affiliated firms will be required to provide sufficient information concerning their group organisation to demonstrate the affiliate's commitment to the Tenderers participation and provide details of the affiliate's relevant experience.

In cases where such commitment and/or availability is not shown, neither subcontractors' nor affiliates' experience shall be considered.

If a Tender is submitted by a group (more than one) of Members, then those Members, if awarded the contract, **will** be required to assume such legal form by incorporation, partnership, or otherwise as will enable them to contract as a single entity. It **will be** necessary for the group to nominate a single addressee responsible for the receipt and processing of the participating documentation and resolving any problems relating to the contract.

All financial information should be denominated in euro, except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Note : Each Part of the Suitability Assessment Questionnaire, Supplements and Appendices must be completed.

Where project specific financial information cannot be provided for reasons arising from confidentiality obligations, then this must be stated clearly.

If any of the questions or items in the Suitability Assessment Questionnaire, Supplements, and Appendices are not considered relevant to a particular Tenderer then this must be stated clearly.

13. INFORMATION SUBMITTED

Tenderers are required to complete the Suitability Assessment Questionnaire (QW1), Supplements and Appendices in accordance with these procedures and comply with any other requirements set out herein and to provide all the information and supporting documents required by this questionnaire to enable verification. This is in addition to the submission of the maximum Tender amounts via the notional Bill of Quantities. Tenderers are requested to provide the information required by the questionnaire in as clear and concise a manner as possible.

While the Contracting Authority shall be entitled to waive any discrepancy, failure to provide the requested information in the prescribed form, the omission of supporting documentation or the provision of incomplete or misleading information **may result in a Tenderer being excluded from the competition.** The Contracting Authority may request Tenderers to provide clarification on any aspect of the completed questionnaire and supporting documentation and/or to provide additional information in relation to their Tender submission. This shall be done in writing through the Etenders portal.

14. SUBMISSION OF INFORMATION

The Suitability Assessment Questionnaire, Supplements, Appendices and other Tender information shall be completed, and additional pages may be submitted if further space is required for answers to specific questions.

Each copy must be:

- **Signed and dated by the authorised representative of the Tenderer;**

Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) **will NOT be accepted.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total

(combined) documents sent to the electronic post-box. In order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline. Tenders must be received not later than (the “Tender Deadline” as indicated on the Request for Tender RFT). Tenders that are received late WILL NOT be considered in this Competition.

15. FREEDOM OF INFORMATION ACT

Tenderers are further advised that the Employer is subject to the requirements of the Freedom of Information Act 2014. If a Tenderer considers that any of the information requested under this Suitability Assessment Questionnaire, Supplements or Appendices is either commercially sensitive or confidential in nature, it should state this clearly and highlight the reasons for its sensitivity. In such cases, the relevant material will, in response to a request under the Act, be examined in the light of the exemptions provided for in the Act.

16. GDPR

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm **in a signed statement** that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition .

All contracts awarded by mini-competition under this Framework will be subject to then-current as updated GDPR requirements appropriate to that type of public call-off contract.

17. VERIFICATION OF INFORMATION/ERRORS

The Contracting Authority shall be entitled to take all reasonable steps and make all reasonable enquiries to check information included in a submitted Tender, including talking to referees provided.

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In the case of manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the

quantity, the unit price as quoted will normally govern. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

18. INSURANCE REQUIREMENTS

Professional Indemnity Insurance: €1,000,000 for any one event. Maximum excess: €50,000

Public Liability Insurance: €6,500,000 for any one event. Maximum excess: €6,500

The limit of indemnity under the Public Liability Insurance must be for the full policy limit of €6,500,000. No inner limit reduction is permissible. If successful in being awarded the initial contracts or being admitted to the Framework Agreement the contractor will be required to include Kildare County Council as joint insured and **must include** a non-vitiation clause

Employers Liability Insurance: €13,000,000 for any one event. Maximum excess: €6,500

All Risks Insurance will be required for any contract awarded under this framework Agreement with a value in excess of **€10,000** excluding vat.

Tenderers need to have the insurances outlined above in place at the time of submission.

Refer to Section 3 of the Conditions of the Public Works Contract for Minor Building and Civil Engineering Works designed by The Employer and to Schedule Part 1 (D) Insurances in the Tender and Schedule for further details on Insurance requirements.

Insurance of Subcontractors

Tenderers who are successful in being awarded the initial contracts or who are successful in being invited to participate in the Framework Agreement must confirm that their insurance cover the negligence of any subcontractor employed by them in connection with the initial contracts or any contract awarded under the Framework Agreement.

Subcontractors cannot be employed by the main contractor to carry out activities that are specifically excluded from the main contractor's insurance policy.

Exclusions

If Tenderers are successful in being awarded the initial contracts or are successful in being invited to participate in the Framework Agreement and have specific exclusions noted in their insurance policies which restrict or prohibit their ability to carry out certain works under any contract (asbestos, working at heights etc) the Tenderer will be required to either:

Have the exclusion removed from their insurance policy and employ a competent and appropriately insured specialist subcontractor to carry out the excluded activity and put in place contingency cover on the main contractor's insurance policy.

or

Have the specialist subcontractor include the main contractor as a full joint insured on the subcontractor's insurance policy and have Kildare County Council joint insured on the subcontractor's insurance policy.

Tenderers should note that the Contracting Authority will not be responsible for any cost incurred by Tenderers in complying with the insurance requirements outlined above.

19. HEALTH & SAFETY

Tenderers will be required to comply with the Safety, Health and Welfare at Work Act 2005 and any subsequent Safety, Health and Welfare legislation and Regulations including the requirement to have a Safety Statement.

Successful Tenderers who are subsequently awarded works will be appointed Project Supervisor Design Process (PSDP) as well as Project Supervisor for the Construction Stage (PSCS) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations in current use.

20. TAX CLEARANCE

It will be a condition of the award of any contract under this Tender process or admission to the Framework Agreement that the successful Tenderer/Framework Member shall for the term of any such contract/Framework Agreement, comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.revenue.ie.

Prior to the award of any contract or admission to the Framework Agreement arising out of this process the successful Tenderer designate, or Framework Member designate will be required to produce a valid Tax Clearance Certificate issued by the Irish Revenue Commissioners.

Initially, for the purpose of submitting a Tender, Tenderers may self-declare compliance with this requirement by completing and submitting the declaration at Appendix D.

21. JOINT VENTURES

If a Tenderer/applicant is one or more human or legal persons (such as a partnership, joint venture, consortium, or other unincorporated grouping):

- The Suitability Assessment Questionnaire, Supplements and Appendices must be filled out for each Member of that joint venture and all the completed Questionnaires, Supplements and Appendices must be presented as a single submission. This documentation is then assessed as a single submission. All submissions by that joint venture are then into account and evaluated on a pass/fail basis as if the information was submitted in one single submission.
- Each Member of the joint venture must sign the Form of Tender.
- With respect to the role of PSCS and PSDP, the party providing that skill for the Tenderer/applicant must be an individual or a company (i.e. a body corporate) that constitutes an acceptable entity.
- All parties/persons awarded a contract as a joint venture under the Framework Agreement will be jointly and severally liable to the Employer for the performance of that contract.

The Tenderer/applicant must outline the format and structure of the joint venture and must identify either:

1. A **‘Prime Contractor’** who will carry overall responsibility for the performance of the joint venture with respect to this process, any contract to be awarded under this process or under the Framework Agreement. The Contracting Authority will deal with all matters relating to this process through the **Prime Contractor**. The Contracting Authority will deal with all matters relating to the performance of any contract awarded to any joint venture under the Framework Agreement through the **Prime Contractor**. In making a joint venture submission for this process Tenderers must:
 - Give the full legal name of the entity to be nominated as the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details.
 - The details of all Members of the joint venture (refer Section 2.3 of the Suitability Assessment Questionnaire for further details of the information required).
 - A description of the role to be fulfilled by each Member of the joint venture

- The name, title, telephone number, postal address, and e-mail address of the nominated contact personnel authorised to represent the Prime Contractor, within the Prime Contractors organisation, to whom all communication shall be directed and accepted for the purposes of this competition, the administration of any contract to be awarded under the Framework Agreement, and for the purpose of administering the Framework Agreement. Correspondence from any other person (including from any other joint venture Member) will NOT be accepted, acknowledged or responded to.

In this arrangement the insurance policies of all joint venture Members will be required to have cross indemnification for each other.

or

2. Nominate one contractor as the **Main Contractor** and identify the other joint venture Members as **Subcontractors**.
- The **Main Contractor** will carry overall responsibility for the performance of the joint venture with respect to this process, any contract to be awarded under this process or under the Framework Agreement. The Contracting Authority will deal with all matters relating to this process through the **Main Contractor**. The Contracting Authority will deal with all matters relating to the performance of any contract awarded to any joint venture under the Framework Agreement through the **Main Contractor**. In making a joint venture submission for this process Tenderers must:
 - Give the full legal name of the entity to be nominated as the Main Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details.
 - The details of all Members of the joint venture (refer Section 2.3 of the Suitability Assessment Questionnaire for further details of the information required).
 - A description of the role to be fulfilled by each Member of the joint venture
 - The name, title, telephone number, postal address, and e-mail address of the nominated contact personnel authorised to represent the **Main Contractor**, within the **Main Contractors** organisation, to whom all communication shall be directed and accepted for the purposes of this competition, the administration of any contract to be awarded under the Framework Agreement, and for the purpose of administering the Framework Agreement. Correspondence from any other person (including from any other joint venture Member) will NOT be accepted, acknowledged, or responded to.

In this instance the **Main contractor** will be required to confirm that their insurances cover the negligence of any subcontractor employed (including the other joint venture Members) by

them in connection with the initial contracts or any contract awarded under the Framework Agreement.

22. TURNOVER REQUIREMENTS

In relation to Section 3.3a of the Suitability Assessment Questionnaire (QW1) ‘Evidence of Turnover’ the **requirements** are as follows:

Tenderers must have achieved an **Average Annual** turnover in any three of the previous five full financial years (2020, 2021, 2022, 2023, 2024) and have achieved a **Minimum Turnover** for any one of the previous five full financial years (2024, 2023, 2022, 2021, 2020) as follows;

Framework No. 1 - Design, Supply, Installation, and commissioning of Traffic Signal Equipment at Urban Junctions
Average Annual €750,000
Minimum Turnover €500,000

Alternatively, if the date of establishment of the Tenderer is within the past five full financial years then the Tenderer must demonstrate that they have then minimum financial capacity to be awarded the initial contracts and to participate in the framework agreement by any other means.

23. CONTRACT MANAGEMENT

Tenderers will be required to nominate a dedicated contract manager for any contract awarded under the framework who will act as the main point of contact for the duration of this framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.

NOTE: Tenderers will note that contract management activities will be non-billable.

24. MONITORING REGIME

Tenderers are advised that the Employer shall implement **a monitoring regime relating to Contractors' performance each contract awarded under this Framework Agreement.** The monitoring regime will include but may not be restricted to adherence to the programme, quality control, Health & Safety compliance, standard of design process, standard of end-product (workmanship), invoicing compliance, cost control etc. These will be as detailed in the Framework Agreement for Construction Work.

25. CONFLICT OF INTEREST

Any conflict of interest or potential conflict of interest must be fully disclosed to the Contracting Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority shall, in its absolute discretion, decide on the appropriate course of action (may mean exclusion and or removal from the Framework Agreement)

26. EXTENSION OF TENDER PERIOD

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

27. TENDER VALIDITY PERIOD EXTENSION

To allow sufficient time for Tender assessment a Tender Validity period of 9 months is required, this period commencing on the closing date by which the Tenders are to be returned.

28. CLARIFICATION/VERIFICATION MEETINGS

Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

29. NOTIFICATION OF TENDER EVALUATIONS

All tenderers will be informed of the outcome of the assessment of their tenders following tender evaluation and any necessary clarifications. The Contracting Authority will issue a Letter of Regret with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

30. QUERIES

All queries or requests for clarification relating to any aspect of this public procurement competition must be raised through the questions and answers/messaging facility associated with this competition on the e-tenders web site. Queries or requests for clarifications will be accepted no later the date indicated on the Request for Tender unless otherwise published by the Contracting Authority.

31. ABNORMALLY LOW TENDER

Under the EU directive governing public procurement, contracting authorities are obliged to require tenderers to explain the price or costs in a tender where tenders appear to be abnormally low in relation to the works, supplies or services. Contracting authorities must assess the response from the tenderer before coming to a decision as to whether they will admit the tender or reject it on the basis that it is abnormally low. Where the explanation provided by a tenderer does not satisfactorily account for the low level of price or costs, having taken into account the circumstances outlined in the procurement directives, the contracting authority may reject the tender, although it is not obliged to do so.

Where an abnormally low tender is identified by the Contracting Authority in this competition, the Contracting Authority will request (in writing via O.eu.2 "Letter to a Tenderer who has submitted an apparently Abnormally Low Tender") the Tenderer to submit details of various aspects of their Tender including an explanation of the tender or part of the tender which it considers to be abnormally low.