
TII492 Intelligent Transport Systems (ITS) - Equipment Supply and Installation Framework - Generation 2 - Lot 4

Instruction to Tenderers

June 26

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Preface

These Instructions to Tenderers (including the schedules hereto, the “Instructions”) have been prepared for the purpose of providing certain information to entities invited to submit Tenders in the Competition (each a “Tenderer”) for the Works described in these Instructions to be provided to the Transport Infrastructure Ireland (“TII”, the “Authority”, the “Contracting Authority” or the “Employer”). In no circumstances shall the Authority, its advisors, consultants, contractors, servants and/or agents incur any liability or responsibility arising out of or in respect of the issues of the Tender Documents. Any costs associated with the submission of a Tender or otherwise from participation in this Competition are the sole responsibility of the Tenderer and will not be reimbursed.

The Authority is making these Documents available to those expressing an interest in tendering for the Contract identified in the Particulars, for tendering purposes only. These Documents must not be used for any other purpose.

The Authority makes no representation, warranty, or undertaking in or in connection with these Documents. The Authority has not authorised anyone to make any representation in connection with these Documents on its behalf and Tenderers should not rely on any representation purportedly made on the Authority’s behalf in connection with them. Neither the Authority nor its officers, employees, or advisers will have any liability in connection with these Documents. Tenderers must make their own assessment of the adequacy, accuracy and completeness of these Documents.

The Authority reserves the right not to proceed with the procurement process or any part of it and may terminate the process or any part of it at any time, with or without procuring the Works in another way. If this happens, neither the Authority nor its officers, employees, or advisers will be liable to any Tenderer or other person. The Authority also reserves the right to change any part of these Documents, including the procedures and time limits described in them. The Authority does not bind itself to accept any outcome of the process described in these Documents and is not obliged to enter into a Contract for the Works with anyone.

Neither the Authority nor its officers, employees, or advisers have any responsibility for Tenderers’ costs or losses in connection with this Competition. There will be no Contract between any Tenderer and the Authority concerning the subject of these Documents (except for the Tenderer’s irrevocable offer to be bound by its Tender for the period stated) unless and until the Contract has been entered by issue of a Letter of Acceptance or Tender Acceptance. These Instructions to Tenderers will not be part of any Contract.

These Documents are being made available on the terms stated in these Instructions to Tenderers. They are not being distributed to the public and have not been filed, registered, or approved in any jurisdiction. Possession or use of these Documents contrary to any law is prohibited. Recipients must inform themselves of and observe all laws concerning the possession and use of these Documents.

Recipients of these Instructions to Tenderers must treat these Documents, their Tenders and their participation in this Competition as confidential. They must not disclose any information about this Competition to anyone other than as required for tendering purposes, or as required by law.

The Authority is entitled to disclose information about this Competition, including the identity of those expressing interest, to any person. If a Tenderer considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated and clear and substantive reasons should be given. The Authority will have regard to such a statement in

considering a request for access to the information under the Freedom of Information Acts 1997 to 2014, but is not bound by the Tenderer's view.

If a Tenderer, or its personnel involved in this Competition, or its management, or its proposed consultants or subcontractors (including Specialists), have or have had any other interest in or involvement in relation to the Works (including any involvement with the Authority or any involvement with another Tenderer's Tender), the Tenderer must disclose this to the Authority as soon as it becomes apparent to the Tenderer. The Authority will decide on the appropriate course of action.

It will be a condition of the award of the Framework Agreement that the Tenderer must comply with the terms of Department of Finance Circular 43/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement (see Section 10.3).

Tenderers may obtain information regarding their obligations concerning

- Taxation from the Revenue Commissioners (www.revenue.ie)
- Environmental protection from the Environmental Protection Agency (www.epa.ie)
- Employment protection and working conditions from the Workplace Relations Commission (www.workplacerelations.ie)

1. Introduction

1.1 Format of the framework

The Framework comprises four lots: Lot 1 is a multi-supplier lot for general works exceeding €500,000, awarded via mini-Competition among all capable participants; Lot 2 is a single-supplier lot for general works below €500,000, with direct awards made in accordance with the Call-off Procedure Schedule; and Lot 3 consists of single-supplier, equipment-specific sub-lots (e.g., VMS/AMI, TMU/CMU/AID, ERT, ANPR/CCTV, cabinets/poles/ancillary), also awarded by direct award under the Call-off Procedure Schedule. Lot 4 will be a multi-supplier lot for the supply or supply and installation of Periodic Speed Limit Signs and other DWS and ancillary works.

Across all lots, call-offs may be for supply or supply-and-install of any ITS equipment type with necessary ancillary works and the Contractor must deliver integration, testing and commissioning, network connections and acceptance into service for each call-off.

1.2 This Procedure

The Contracting Authority has sent a Contract notice for the Works to eTenders and where appropriate a similar notice has been simultaneously sent to the Publications Office of the EU for publication in the Official Journal of the European Union.

These Documents and the European Single Procurement Document (ESPD) set out the selection and award criteria and the evaluation and award process which will be followed by the Authority in making the assessment of which Tenderers will be appointed to the TII492 ITS Equipment Supply and Installation Framework Lot 4.

The Authority anticipates it will appoint up to a maximum of six (6) of the highest-ranking Tenderers to the Framework. The successful Tenderers will be required to enter into a Framework Agreement (PW-CF9) with the Authority, a form which is included in these Documents.

The duration of the Framework will be a four-year period. The Authority does not guarantee that any work will be procured under the Framework and reserves the right to carry out separate procurement processes for works within the scope of the Framework Agreement, or to obtain such works by other means, should they, at their sole discretion, consider it appropriate to do so. Where the Authority procures such works outside of the Framework, this shall not, in any way, affect the Contractors' other obligations under the Framework Agreement, in particular [but without limitation] with regard to the transmission of data and production of reports.

For individual projects which the Employer chooses to procure under the Framework Agreement, Call-off contracts will be entered into by the individual contractor and the Employer on the basis of a bespoke form of Contract and on the basis of PW-CF3, PW-CF5, or PW-CF6 forms of Contract (for Works), the version current at the latest date for submission of Tender for the Call-off Contract. Call-off contracts shall be awarded through the Framework. The Employer reserves the right to award Call-off contracts directly to Framework contractors.

In addition to the Employer, the Local Authorities that will be entitled (but not obliged) to draw down Services from the Framework Agreement in accordance with the rules of the Framework Agreement are:

Carlow County Council
Cavan County Council
Clare County Council
Cork City Council
Cork County Council
Donegal County Council
Dublin City Council
Dun Laoghaire Rathdown County Council
Fingal County Council
Galway City Council
Galway County Council
Kerry County Council
Kildare County Council
Kilkenny County Council
Laois County Council
Leitrim County Council
Limerick City and County Council
Louth County Council
Longford County Council
Mayo County Council
Meath County Council
Monaghan County Council
Offaly County Council
Roscommon County Council
Sligo County Council
South Dublin County Council
Tipperary County Council
Waterford City and County Council

Westmeath County Council

Wexford County Council

Wicklow County Council

Each Call-off Contract will be subject to the rules of the Framework Agreement. Tenderers are directed to the Framework rules contained in the Framework Agreement for further information in this regard. Any quantities provided in these Documents are notional quantities only and should not be taken as an indication of the likely scale or volume of individual Call-off contracts awarded under the Framework.

These Documents also set out the information which must be supplied by the Tenderers. Tenders must be submitted in accordance with these Instructions. Any Tenders not complying with these Instructions may be rejected by the Authority, whose decision in the matter shall be final.

1.3 These Documents

The Documents being made available to those Tenderers expressing interest are:

Documents (when fully completed by the relevant parties) to be included in the Framework Agreement

- Volume A: Works Requirements;
- Volume C: Pricing Document;
- Works Proposals to be submitted with the Tender (where required);
- Form of Tender included in Appendix 6;
- The Letter of Acceptance or Tender Acceptance issued by the Authority and any post-Tender clarifications listed in the letter or attached to the Tender Acceptance; and
- Relevant elements of the submitted ESPD information.
- CO2 Performance Ladder – Summary Information

Also included in the Framework Agreement is the Contract(s) which the Authority will include within the agreements issued at Call-off award stage.

Documents not to be included in the Framework Agreement:

- The Letter of Invitation to Tender;
- These Instructions;
- The remainder of the completed ESPD;
- The information referred to in Appendix 3 to these Instructions;
- Any other information issued to Tenderers not stated to amend the Framework Agreement Documents; and
- Any other information submitted with Tenders and not called for in these Instructions.

Further information may be issued as described in the information referred to in Appendix 3 to these Instructions.

1.4 The Contract

If the Authority enters a Framework Agreement, it will do so by issuing a Letter of Acceptance or Tender Acceptance or by the Contractor and the Authority executing an Agreement. The Contract, if formed, will consist of:

- The Works Requirements (Volume A);
- The completed Pricing Document (Volume C);
- The Framework Agreement (Volume D);
- Works Proposals to be submitted with the Tender (where required);
- The Form of Tender (Appendix 6);
- Form of Collateral Warranty from Specialists (where required) fully completed;
- Parent Company Guarantee to be submitted with the Tender (where required);
- The Letter of Acceptance or Tender Acceptance issued by the Authority and any post-Tender clarifications listed in the letter or attached to the Tender Acceptance; and
- Relevant elements of the submitted ESPD information.

None of the following will form part of any Framework Agreement:

- The Letter of Invitation to Tender;
- These Instructions;
- The remainder of the completed ESPD;
- The information referred to in Appendix 3 to these Instructions;
- Any other information issued to Tenderers not stated to amend the Framework Agreement Documents; and
- Any other information submitted with Tenders and not called for in these Instructions.

2. Communications

2.1 Contract

All communications between the Tenderer and the Authority concerning this Competition must be in writing (via the eTenders messaging system). All communications must be between the Tenderer's contact person (as notified to the Authority in the Tenderer's ESPD) and the Authority's contact person (as identified in the Particulars). The Authority will notify each Tenderer of any changes to its contact details. Each Tenderer must notify the Authority of any changes to its contact details.

2.2 Supplemental Information

The Authority may issue supplemental information about this Competition on the eTenders website www.etenders.gov.ie. Supplemental information may amend any of the information in these Documents, including by deleting and adding to it and by extending time limits. Supplemental information will become part of the Framework Agreement only if it is stated to amend the Framework Agreement Documents.

The Authority will not normally issue supplemental information later than the date stated in the Particulars but is entitled to do so at any time.

2.3 Queries

Queries may be raised by the Tenderers in writing via the eTenders messaging system. Queries must be raised as soon as possible and should be raised, in any event, no later than when stated in the Particulars, although the Authority may, at its discretion, respond to queries raised after that date. The Authority has no obligation to respond to queries. If the Authority responds to a query, it will issue the response on the eTenders website, unless the query has been clearly designated as confidential. If the query has been designated as confidential and the Authority decides that the response should be published on the eTenders website, the Authority will so notify the person raising the query, who will have the option of withdrawing the query. The Authority may under Section 2.2 still issue any information it considers appropriate on the eTenders website following withdrawal of the query.

Responses to queries will not be part of the Framework Agreement, unless they state that they are amending the Framework Agreement Documents.

If a person intending to submit a Tender becomes aware of any ambiguity, discrepancy, error, or omission in or between these Documents, it must immediately notify the Authority, even after the time for submitting queries has expired.

2.4 Other

Not Applicable.

3. Tenderers

3.1 Name

Each Tenderer must sign the Form of Tender in Appendix 6 using the Tenderer's full correct legal name, which shall be the same as that submitted in the ESPD. Those signing shall be authorised to sign on behalf of the Tenderer and this signature must be witnessed.

3.2 Parent Company

If a Tenderer has relied on the capacity or qualifications of a parent company in the ESPD, the Tenderer must include a separate ESPD for that Entity. A contractual commitment will be required to be entered into by the parent or other entity prior to the entry into of the relevant Framework Agreement if required by the Authority.

3.3 Joint Ventures

If a Tenderer is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them must provide an ESPD. Where the role of Health and Safety Supervisor is to be provided the party providing that skill for the Tenderer must be an individual or a company (i.e. a body corporate) that constitutes an acceptable entity.

3.4 Exclusion Grounds

A Tenderer shall be excluded if, to the Authority's knowledge at the time of the award decision, any of the circumstances outlined in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 that are listed by the Authority in the ESPD apply to the Tenderer.

4. (Not Used)

5. Requirements for Tenders

5.1 Delivery

The submissions shall be combined into a searchable PDF format submission. In some folders the tender may be required to provide an excel file. Only tenders submitted via eTenders 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, save that the Authority may, at its discretion, accept a tender which has been submitted other than via eTenders in exceptional circumstances outside the control of the Tenderer.

The completed Tender Documents should be sent in the manner described in the Particulars.

It is TII policy to open Tenders promptly after the closing date for receipt of Tenders. The Irish Government's www.etenders.gov.ie website will not allow for the upload of tender submissions past the submission deadline. Tenderers are fully responsible for the timely upload of their Tender submission. Tenderers must ensure that they give themselves sufficient time to upload all the required tender documentation before the tender deadline. Tenderers should take into account that upload speeds may vary.

All submissions submitted in soft copy must be compiled such that they can be read immediately using Microsoft Office or PDF reader. The Authority is not responsible for corruption in electronic Documents. Tenderers must ensure electronic Documents are not corrupt.

Other than in exceptional circumstances (as determined by the Authority), consideration will not be given to any Tender not received prior to the deadline for submission as stated in the Particulars.

5.2 Tender Documents

Attached to these Instructions are the Documents listed in the Particulars under Tender Documents. Documents listed in the Particulars as *Documents to be included in the Framework Agreement* or any amendment to them which have been made available to Tenderers will form part of the Framework Agreement. These will include:

- The Works Requirements (Volume A);
- The completed Pricing Document (Volume C);
- The completed Framework Agreement (Volume D);
- The completed Form of Tender (Appendix 6);
- Works Proposals to be submitted with the Tender; and
- Relevant elements of the submitted ESPD information.

All other Documents, including Documents for information purposes only made available to Tenderers will not form part of the Framework Agreement such as:

- The Letter of Invitation to Tender;
- These Instructions;

- The remainder of the completed ESPD;
- The information referred to in Appendix 3 to these Instructions;
- Any other information issued to Tenderers not stated to amend the Framework Agreement Documents;
- Any other information submitted with Tenders and not called for in these Instructions.

5.3 Copies

One electronic copy to be submitted via eTenders.

5.4 Format

Tenders will consist of:

- The completed ESPD (includes supporting documentation and completed ESPD supporting Document);
- The completed Form of Tender (Appendix 6), executed as indicated in the Particulars;
- The completed Pricing Document (Volume C); and
- Works Proposals containing the information specified in Appendix 1 to these Instructions.

The original of Volume C must be returned completed in digital format (a completed excel format of Volume C must be provided).

If any Documents have been amended by supplemental information, Tenderers must use the most recently issued versions. If replacement pages are issued as supplemental information, Tenderers must insert the most recently issued pages in place of the replaced pages.

No amendments or alterations to the Form of Tender are permitted. Any such amendments/alterations may result in the Tenderer's Tender being rejected.

5.5 Language

Tenders and all information included with them must be in the language stated in the Particulars. Any original Document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language.

5.6 Qualification

Tenders must not be qualified. They must not be accompanied by a cover letter or any other information not included in Volume C or specified in these Documents.

5.7 Pricing

Unless otherwise stated, all sums given in Tenders must be in euro, to two decimal places.

Tenderers must not insert additional items in the Pricing Document, except where permitted to do so by the Pricing Document or make any alterations to the Pricing Document.

Amounts must be included wherever required in the Form of Tender and the Pricing Document. Blank spaces, the terms 'nil' or 'included', or dashes or the like must not be used. Where zero is a permitted entry, it must be stated as '0.00' (see also "Tender Evaluation" at Appendix 5 if applicable).

Tenderers must not use abnormally high or low rates or prices. This prohibition includes using strategies that might allow the Tenderer to benefit disproportionately from Adjustments to the Contract Sum and Delay Costs or, if it would be a compensation event under the Contract, a difference between the Contract value of the Works according to the quantities and descriptions in the Works Requirements.

Each amount in the Pricing Document except an item described as an "adjustment item" must cover the full inclusive value (excluding value-added tax) of the relevant work and, where applicable, a fair allocation of the tendered Contract Sum.

All items and quantities in any Bill of Quantities must be priced.

Tenderers must not use negative rates or prices, or omit rates, or use zero rates, in any Bill of Quantities.

If any Tender does not comply with this Section 5.7, the Authority may proceed according to Sections 7 or 8.

5.8 Value-Added Tax

The amounts entered in the Pricing Document are to exclude value-added tax (VAT) unless otherwise stated.

5.9 Date for Substantial Completion

Not Applicable.

5.10 Specialists

Not Applicable.

5.11 Project Supervisor

The Contractor or its nominee will be appointed as project supervisor for the construction stage (or for both the design process and the construction stage) under the Safety, Health and Welfare at Work (Construction) Regulations 2013, if so stated in the Schedule.

If the Tenderer names a proposed Project Supervisor for the Construction Stage (or for the design process and the construction stage) in an ESPD, the Tenderer must name in Works Proposals the project supervisor(s) so named.

If the Tenderer has not named a nominee in its ESPD submission for appointment as project supervisor for the construction stage (or for the design process and the construction stage, if required by the Works Requirements) the Tenderer will be taken to offer to act in the role itself

and the Contract, if awarded to the Tenderer, will require the Tenderer to accept the role. In this case, the Tenderer must be a competent individual or body corporate.

5.12 Tender Execution

Not Applicable.

5.13 Deposits

Not Applicable.

6. Number of Tender, Mandatory Options and Variants

6.1 Terminology

An **option** is a Tender required under Section 6.2 below.

A **variant Tender** is a Tender complying with Section 6.3 below and identified as a variant Tender.

A **standard Tender** is a Tender that is not a variant Tender.

6.2 Mandatory Options

If the Particulars state that any mandatory options are required, the Tenderer must submit a separate Tender for each option stated in the Particulars.

6.3 Variant Tenders

Unless otherwise stated in the Particulars, variant Tenders are not permitted.

If the Particulars state that any variant Tenders are permitted, a variant Tender must comply with these minimum requirements set out in the Particulars.

If so stated in the Particulars, variant Tenders may be submitted only by a Tenderer who also submits a standard Tender.

If not so stated, variant Tenders may be submitted without submitting a standard Tender.

6.4 Number of Tenders and Marking

The maximum number of Tenders that a Tenderer may submit is stated in the Particulars. If more than one Tender per Tenderer is permitted, each Tender must be submitted separately and must, except as otherwise permitted or required by this Section 6, be complete, without referring to the contents of any other Tender.

All Tenders must be submitted via e-Tenders.

7. Non-Compliant Tenders

If a Tenderer fails to comply in any way with these Instructions, the Authority may (but is not obliged to) disqualify the Tenderer concerned as non-compliant and reject any Tender concerned and, without prejudice to this right, the Authority may (but is not obliged to) seek clarification or further information (that does not materially alter a Tender) from the Tenderer in respect of the relevant Tender or take any other step permitted by law, including the principles of equal treatment, non-discrimination, transparency and proportionality.

For the avoidance of doubt, the Authority shall be entitled (but shall not be obliged) to take such action as it considers appropriate at its absolute discretion (consistent with the principles of transparency, equal treatment, proportionality and non-discrimination), including (but not limited to):

- a) Rejecting the relevant Tender as non-compliant;
- b) Without prejudice to TII's right to reject the Tender:
 - (i) meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender;
 - (ii) requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;
 - (iii) waiving a requirement which, in TII's opinion is minor or procedural; and/or;
 - (iv) amending the relevant requirements of the Tender Documents and inviting Tenderers to adjust their Tenders on the basis of such revised requirement.

8. Corrections, Unbalanced and Abnormal Tenders and Rates

8.1 Errors

The Authority may, without any responsibility for this, examine the pricing Document for errors in addition or extension.

If there is an error in extension, the rate will be adjusted, so that the extension remains the same.

If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same. This will apply if the total of the tendered rates and prices, with value-added tax added, does not add up to the tendered Price.

The Authority will decide which amounts and rates are to be adjusted.

Instead of adjusting the amounts added, the Authority may, at its discretion, adjust an item described in the pricing Document as an 'adjustment item'.

No adjustment made under this Section 8.1 will affect the tendered Price.

The Authority reserves the right to open the pricing Documents from all Tenderers without the need to revert to the Tenderers for permission.

8.2 Unbalanced Tenders

If, in the Authority's opinion, the tendered rates or prices in the Pricing Document (after adjustment under Section 8.1 above) do not reflect a fair allocation of the tendered Contract Sum, or the last sentence of Section 5.7 applies, the Authority may (but is not obliged to) do either or both of the following:

- Require the Tenderer to provide a breakdown of any tendered amounts, to show that they reflect a fair allocation of the tendered Contract Sum.
- Invite the Tenderer to adjust rates or prices tendered in the Pricing Document, but without adjusting the tendered Contract Sum or having any effect on the Comparative Cost of the Tender.

The Authority will pay particular attention to pricing that could result in the Tenderer, if successful, being paid too much of the Contract Sum disproportionately early in comparison with the amount of work done.

If, having considered the information provided (both in the Tender and in response to a requirement under this Section 8.2), the Authority is of the view that the Tenderer's tendered rates or prices in the Pricing Document do not reflect a fair allocation of the tendered Contract Sum, the Authority may reject the Tender.

8.3 Abnormally Low Tenders, Abnormally High or Low Rates or Prices

If, in the Authority's opinion, the tendered Contract Sum is abnormally low or any tendered amounts are abnormally low or abnormally high, the Authority may require the Tenderer to provide details of the constituent elements of the tendered Contract Sum or the tendered amounts. This may include (without limitation) the information listed in Regulation 69 of the European Union (Award of Public Authority Contracts) Regulations 2016. Any failure to provide such information, when requested, may exclude the Tender from further consideration. If, having considered the information provided, the Authority is of the view that either the Contract Sum is abnormally low or any tendered amounts are abnormally low or abnormally high, the Authority may reject the Tender.

No adjustment made under this Section 8.3 will affect the tendered Contract Sum or the Comparative Cost of the Tender.

8.4 Permitted Adjustment for Standing Conciliator Fee

Not Applicable.

9. Assessment of Tenders

9.1 Award Criteria

The award criteria are the Most Economically Advantageous Tender (MEAT) meeting the specified minimum criteria, including those set out in the ESPD(s).

The assessment of the MEAT will be made on the basis of the award criteria in the Particulars and Appendix 1.

The Authority anticipates that the highest ranked Tenderer – subject to meeting the specified minimum selection stage criteria – will be appointed to the Framework. The Authority anticipates that the highest ranked Tenderer – Award Criteria (Meeting the specified minimum selection stage criteria) will be appointed to the Framework.

9.2 Clarification

The Authority may seek clarification or further information or both from one or more 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 a meeting and the Tenderer will be required to confirm or correct the minutes in writing. See also Section 10.4.

9.3 Compliance

The Authority may assess whether any of the grounds for exclusion in Section 3.4 above apply. The Authority may assess whether Tenderers meet the suitability criteria in the ESPD.

The Authority will assess Tenders for compliance with these Instructions, including provision of all the information and documentation required and the matters covered in Section 8 above.

Following the assessments under this Section 9.3, the Authority may proceed according to Sections 7 or 10 whichever is appropriate.

9.4 Review

A Tenderer who disputes a decision of the Authority about whether a Tender complies with this ITT must in the first instance raise the matter with the Authority within 7 days of the matter coming to its attention. Failing resolution of the matter, the Tenderer may, within 7 days after receiving the Authority's response, request the Authority in writing to refer the matter to the Procurement Section of the Sanctioning Authority for review and recommendation.

Within 7 days of receiving the Tenderer's request, the Authority should submit to the Sanctioning Authority a statement giving reasons for the initial decision together with a copy of the Tenderer written request. A copy of the Authority's statement should also be forwarded at the same time to the Tenderer. The Tenderer may then make a further written submission to the Sanctioning Authority within 7 days.

Any review or recommendation by the Sanctioning Authority will not be binding on the Authority or the Tenderer and will not affect their rights or obligations.

9.5 Assessment of Comparative Cost

The Authority will assess the Comparative Cost of each Tender (CCOT) using the completed Pricing Document template to be submitted by the Tenderer.

The Tenderer shall complete Appendix B: Schedule of Rates to Volume C: Pricing Document. The total amount resulting from multiplying the Tendered Rates by the Notional Quantities to provide the Comparative Cost of Tender.

Price Evaluation Scoring System:

Once the Authority has completed the assessment of each Tenderers overall Comparative Cost, the below formula will be used:

$$X = C \times A/B$$

Where:

- A= Lowest CCOT from a bona fide Tenderer
- B= CCOT of the Tender Being Evaluated
- C= Maximum Points Available for Price
- X= Points Awarded for the Tender being Evaluated

9.6 Assessment of Other Criteria

The scores obtained under the Technical Merit criteria and the Comparative Cost Score are added together to reveal the overall marks obtained by each Tender. This will identify the MEAT. The split for Technical and Price to identify the MEATs for appointment to the Framework will be 600 Marks for Technical and 400 Marks for Price, Total of 1000 Marks.

The Tenderer's responses to the questions set out in Appendix 1 of these Instructions will be evaluated and scored based on the professional judgement and expertise of the evaluators. For all scored questions, the evaluators will conduct their evaluation with reference to Table 9.6.1 below. The evaluators will identify which scoring band they consider the submission to fall into, in respect of the particular criterion being evaluated. The corresponding percentage of the available marks will then be allocated to the Tender in respect of that criterion. Evaluators will not award scores between the bands set out in Table 9.6.1.

Tenderers failing to achieve a minimum of 50% of the available marks for any given technical Merit criteria may be eliminated from the Competition.

Worked Example:

Works Proposal C has 200 of the marks allocated to it. If the evaluators deem that a response to this criterion is Good, 80% of the available marks will be awarded. The response to this question will therefore be awarded the following marks: 200 available marks x 80% = 160 marks.

All awarded marks will be calculated to two decimal places.

For each Tenderer who is not otherwise eliminated from the Competition, the quality marks obtained for the scored questions will be added together to give the total quality marks for the

Tenderer. The total quality marks obtained by each Tenderer will then be used by the Authority to complete the Tender evaluation as set out in this Section.

Table 9.6.1 Evaluation Scoring Table.

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

9.7 Change in Circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer to the Authority, in a Tender or otherwise, including in an ESPD, 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 Authority as soon as it becomes aware of this.

If it comes to the Authority's attention that:

- there has been a change in circumstances concerning a Tenderer that could affect the Authority's assessment of that Tenderer's Tender; 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 Authority may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information then available to the Authority.

9.8 Peer Review

TII reserve the right to carry out a peer review of the evaluation if required. TII will select a suitably qualified person that is not part of the Evaluation Team or Project Team to carry out the peer review.

10. Award Process

10.1 Tender Validity Period

The Authority may accept a Tender any time within the time stated in the Particulars.

10.2 Notification

As soon as practicable after reaching the award decision, the Authority will inform all Tenderers of the decision.

The notification to the Tenderer to whom the Authority has decided to make an award may be in the form of Model Letter *O.eu6 Letter to Successful Tenderer*. The notification to the other Tenderers may be in the form of Model Letter *O.eu.7 Letter to Unsuccessful Tenderer* and should be issued at the same time as Model Letter *O.eu6 Letter to Successful Tenderer*. The notification to non-compliant or eliminated Tenderers where a period of 30 days has not elapsed between the letter notifying them of their non-compliance/elimination and the date that letters are sent to Successful and Unsuccessful Tenderers should be in the form of Model Letter *O.eu8 Letter to Unsuccessful/non-compliant Tenderer*. This letter must be sent by the Authority at the same time as the *Letter to Successful Tenderer* and the *Letter to Unsuccessful Tenderers* for the Standstill Period to be valid.

The *Letter to Successful Tenderers* will not form part of the Framework Agreement, or any Contract or other obligation. The Framework Agreement will only be formed once the Authority has countersigned the Framework Agreement.

The Authority will not execute the Framework Agreement earlier than 14 days after notifying all Tenderers of the award decision.

10.3 Letter to Successful Tenderer

Whichever *Letter to Successful Tenderer* is issued (O.eu6 or O.na6), it should request the Tenderer to submit to the Authority any or all of the following:

- The performance bond required under the Framework Agreement;
- Evidence of the insurance required by the Framework Agreement;
- Evidence of tax compliance from the Revenue Commissioners; and/or
- Any required appointment as project supervisor for the construction stage of the design process and the construction stage.

If the Tenderer to whom such a *Letter of Successful Tenderer* is addressed does not submit the Documents as required within the time allowed, the Authority may:

- Proceed according to the process in Section 10.2 above to initiate award to the Tenderer who submitted the next MEAT; or
- Allow the Tenderer to whom the *Letter to Successful Tenderer* was addressed additional time to provide the Documents; or

- Issue the *Letter of Acceptance* or *Tender Acceptance* to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the Documents have not yet been provided)¹.

10.4 Letter of Acceptance or Tender Acceptance

The Authority will form the agreement by executing the Framework Agreement.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see Section 9.2), will be referred to in any *Letter of Acceptance* or *Tender Acceptance* of the clarified Tender and will be included in the Framework Agreement.

10.5 Agreement

The Authority will inform the Contractor of the arrangements for the execution of the Framework Agreement. The Contractor will be required to execute the Agreement under seal unless the Particulars say that the Framework Agreement may be executed under hand.

This may or may not be preceded by the issuing of the *Letter of Acceptance* or *Tender Acceptance*.

10.6 Award Notice

The Authority will, after award, send an award notice (if appropriate) to the Publications Office of the European Union, if so required by law. This notice may include disclosure of the Contract price.

¹ A Contract should not be awarded to any firm which cannot provide evidence of tax clearance except as a last resort. In such a case, the advance approval of the Department of Finance must be obtained.

Glossary of Terms used in these Instructions

Terms defined in the Conditions of the Contract identified in the Particulars have the same meaning in these Instructions. References to clauses are to clauses or sub-clauses of those Conditions. Unless otherwise indicated, references to Sections and Appendices are to Sections of and Appendices to these Instructions.

Term	Meaning
Authority	Transport Infrastructure Ireland, "TII", the "Contracting Authority", or the "Employer"
Comparative Cost	a tendered Contract Sum adjusted, for Tender assessment purposes only, according to Section 9.5 above
Contract (Call-off Contract)	the Contract that may be awarded by the Authority for the Works/Services at the end of the Competition
this Competition	the award process for which these Instructions is issued
these Documents	these Instructions and the invitation letter and other Documents issued with it and any additional information issued by the Authority to Tenderers in connection with the Competition
these Instructions	<ul style="list-style-type: none">• This volume, including the Preface at the start, Particulars and Appendices• Other information or Instructions issued by the Authority to Tenderers in connection with the Competition not stated to amend the Framework Agreement Documents
Tender	a Tender for the Framework Agreement, including Works Proposals, completed Form of Tender and completed Pricing Document
Tenderer	a person (or group of persons) who submits a Tender [2014/24/EU Article 2(1)(11) and SI No 284 of 2016 Regulation 2(1)]. For the avoidance of doubt, Economic Operator, Candidate and Applicant shall all be read as Tenderer.

Particulars

These are the Particulars referred to in the Instructions. They are part of the Invitation to Tender (ITT).

Tender for	TII492 Intelligent Transport Systems (ITS) Equipment Supply and Installation Framework Lot 4	
Comprising	See Volume A – Works Requirements for full details of the works	
At	Various National Primary and Secondary Routes which are to be outlined in Call-off contracts issued during the duration of the Framework Agreement.	
For	Transport Infrastructure Ireland	
Using (Instruction Section 1.3)	The form of Conditions set out in the Public Works Framework Agreement (PW-CF9) with a cited revision reference commencing with v2 published on http://constructionprocurement.gov.ie/contracts/ before the latest date for submission of Tenders (disregarding any amendments posted on that date).	

Authority's contact details (Instructions Section 2.1)	See eTenders for details.	

Supplemental Information and Queries (Instructions Sections 2.2 and 2.3)	See eTenders for details.	

Authority's contact details for queries (Instructions Section 2.3)	See eTenders for details.	

Change panel Specialist (Instructions Section 5.10)	N/A	N/A
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Timetable for Competition	Contract Notice date	As per eTenders	Reference:	As detailed on eTenders
	Issue Tender Documents		As per eTenders	
	Receipt of Tenders:		As indicated under "Tender Date"	
	Decision on Contract Award:		As per eTenders	

Tender Date (Instructions Section 5.1)	Latest date and time for submission of Tenders: <u>As indicated on eTenders</u>
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Tender submissions (in writing) must be sent to (Instructions Section 5.1)	To be submitted via eTenders
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Delivery by (Instructions Section 5.1)	Tenderers must make their submission electronically via the electronic post-box on e-Tenders. Please note that you must click "submit response". Tenderers are hereby notified that the "submit response" button will be disabled automatically upon the expiration of the deadline for receipt of Tenders. Other than in exceptional circumstances (as determined by the Authority), consideration will not be given to any Tender received after the deadline for submission of Tenders.
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Copies	Number of paper copies of Tender	None – One Electronic Copy
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(Instruction Section 5.2)	Number and type of Electronic Copies of Tender:	One
Other (Instructions Section 2.4)	N/A	
Tender Documents (Instructions Section 5.2)	<p>Attached to these Instructions are the following Documents, divided into the two categories set out below:</p> <p><i>Documents to be included in the Framework Agreement:</i></p> <ul style="list-style-type: none"> • Works Requirements (Volume A); • Completed Pricing Document (Volume C); • Completed Framework Agreement (Volume D); • Completed Form of Tender (Appendix 6); and • Works Proposals to be submitted with the Tender. • Relevant elements of the submitted ESPD information • The Letter of Acceptance or Tender Acceptance issued by the Authority and any post-Tender clarifications listed in the letter or attached to the Tender Acceptance <p><i>Document for information purposes only (not to be included in the Framework Agreement):</i></p> <ul style="list-style-type: none"> • The Letter of Invitation to Tender; • These Instructions; • The remainder of the completed ESPD; • The information referred to in Appendix 3 to these Instructions; • Any other information issued to Tenderers not stated to amend the Contract Documents; and • Any other information submitted with Tenders and not called for in these Instructions or in post Tender clarifications. 	
	Further information may be issued as described in these Instructions	
Deposit (Instructions Section 5.13)	Deposit required on issue of Tender Documents	N/A

<p>Format of Tender Submissions (Instructions Section 5.2)</p>	<p>The Tenderer's submission should include the following Documents:</p> <ul style="list-style-type: none"> • Completed ESPD (including supporting Documents and completed ESPD supporting Document); • Completed Pricing Document (Volume C); • Works Proposals; • Completed Form of Tender (Appendix 6) • Completed Form of Collateral Warranty from Specialists (where required); and • Parent Company Guarantee (where required).
<p>Language (Instructions Section 5.3)</p>	<p>English</p>
<p>Pricing (Instructions Section 5.7)</p>	<p>Pricing Format: Schedule of Rates and Prices. These shall not be exceeded for work of a similar nature and complexity during the Framework unless in exceptional circumstances.</p>
<p>Substantial Completion (Instructions Section 5.9)</p>	<p>N/A</p>
<p>Form of Tender to be sealed (Instructions Section 5.12)</p>	<p>No – Not required at Framework Agreement stage.</p>
<p>Mandatory Options (Instructions Section 6.2)</p>	<p>Are mandatory options required? No</p>
<p>Variants (Instructions Section 6.3)</p>	<p>Are variant Tenders permitted? No If variant Tenders are permitted, is a standard Tender also required? N/A</p>

	Minimum requirements for variants: N/A
Number of Tenders (Instructions Section 6.4)	Maximum number of Tenders per Tenderer: 1

Tender validity period (Instructions Section 10.1)	As set out in the Form of Tender
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Agreement (Instructions Section 10.5)	No – Not required at Framework Agreement stage.
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Award Criteria (Instructions Section 9.1)	Most Economically Advantageous Tender	
	Price	
	<i>Comparative Cost of Tender</i>	400 Marks
	Technical Merit	
	<i>WORKS PROPOSAL A: DELIVERY PLAN FOR DEPENDABLE PSLs AND OTHER DYNAMIC WARNING SIGNS</i>	150 marks
	<i>WORKS PROPOSAL B: SAFETY AND ENVIRONMENTAL CONTROLS FOR SMALL SCOPE ITS INSTALLATIONS</i>	100 marks
	<i>WORKS PROPOSAL C: QUALITY, MAINTAINABILITY AND SUPPLY CHAIN ASSURANCE</i>	100 marks
	<i>WORKS PROPOSAL D: TECHNICAL SOLUTION – PSLs AND OTHER DYNAMIC WARNING SIGNS</i>	250 marks
	Total Technical Merit	600 Marks
	Total	1000 Marks
The formulae for assessment purposes are provided under Section 9.5 & 9.6 of these Instructions.		

Appendix 1: Works Proposals

Application	<p>This appendix applies only if the subject of the Tender is one of the following Contract types:</p> <ul style="list-style-type: none">• Public Works Contract for Civil Engineering Works designed by the Employer;• Public Works Contract for Building Works designed by the Employer;• Public Works Contract for Civil Engineering Works designed by the Contractor;• Public Works Contract for Building Works designed by the Contractor; or• Public Works Contract for Minor Building and Civil Engineering Works designed by the Employer. <p>It does not apply if the subject of the Tender is the Short Public Works Contract or the Public Works Investigation Contract.</p>
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Works Proposals to be Submitted with Tender

Works Proposals - General Submission Requirements:

Tenderers' Quality Submissions/Works Proposals must be completed and submitted in accordance with these Instructions.

Reference to a page shall mean A4 page size. Where A3 size pages are used they shall be counted as equivalent to 2 x A4 pages. If printing double-sided, each side counts as one page of A4.

The page margins settings shall be as follows: top and bottom shall be a minimum of 2.54cm while left and right margins shall be a minimum of 1.91cm.

The margins may contain headers and footers and shall include page numbering.

Text shall be single spaced. All text must have a minimum font size of 10 in Calibri font except in tables, flowcharts, etc. where a minimum font size of 9 may be used.

Where a Tenderer submits more pages than is permitted for any response, pages in excess of the permitted limit will not be considered in the Tender assessment.

In relation to Works Proposals (A to D) - Marks will be awarded accordingly, bearing in mind the scoring guidance set out at Table 9.6.1 of these Instructions.

Responses are required to be clearly written and legible and follow the format structure of the question as required.

There is no requirement for front and back covers, indexes, etc.

Tenderers shall provide separate Quality Submissions/Works Proposals for each question. The file name for identifying each response that is required to be used shall be as follows:

- Works Proposal A_Tenderer's Name
- Works Proposal B_Tenderer's Name
- Works Proposal C_Tenderer's Name
- Works Proposal D_Tenderer's Name

The following Works Proposals are to be submitted with the Tender:

WORKS PROPOSAL A: DELIVERY PLAN FOR DEPENDABLE PSLS AND OTHER DYNAMIC WARNING SIGNS (150 marks)

Maximum length: 1 A4 page.

Question

Describe how the Tenderer will deliver dependable, fit-for-purpose Periodic Speed Limit Signs and other Dynamic Warning Signs (including the variants set out in the Technical Specification) under Lot 4 Call-offs, including the steps the Tenderer will take to ensure reliable operation, robust integration with the Employer's associated systems and smooth handover to operations and maintenance.

Your response shall include (at a minimum):

- Mobilisation and delivery approach
- Integration and remote operability
- Continuity of operation
- Lifecycle readiness at handover

WORKS PROPOSAL B: SAFETY AND ENVIRONMENTAL CONTROLS FOR SMALL-SCOPE ITS INSTALLATIONS (100 marks)

Maximum length: 1 A4 page.

Question

Describe how the Tenderer will manage safety and environmental risks for Lot 4 Call-offs, with an approach proportionate to smaller-scope contractors and repeat installations, focusing on electrical safety, equipment handling and minimising environmental impact rather than traffic management arrangements.

Your response shall include (at a minimum):

- Safe installation methods

- Environmental and sustainability approach
- Design-life mindset

WORKS PROPOSAL C: QUALITY, MAINTAINABILITY AND SUPPLY-CHAIN ASSURANCE (100 MARKS)

Maximum length: 1 A4 page.

Question

Describe how the Tenderer will assure quality and long-term maintainability for Lot 4 equipment, including how the Tenderer will prevent defective equipment being installed, how the Tenderer will make maintenance efficient (including interchangeability of spares) and how the Tenderer will ensure availability of components and spares throughout the framework and beyond.

Your response shall include (at a minimum):

- Pre-installation defect prevention
- Testing & acceptance strategy
- Maintainability by design
- Spares and obsolescence planning

WORKS PROPOSAL D: TECHNICAL SOLUTION – PSLs AND OTHER DYNAMIC WARNING SIGNS (250 MARKS)

Maximum length: 2 A4 pages.

Question

Provide a concise but comprehensive description of the technical solution the Tenderer will supply for Lot 4, demonstrating how it meets the Technical Specification and how it will achieve robust, dependable operation with efficient maintenance over its life.

Your response shall include (at a minimum):

- Descriptions of the proposed technology
- Core architecture
- System interoperability
- Power and reliability engineering

Appendix 2: Additional Information (Not Used)

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Appendix 3 to ITT: Information Pack

Data Protection

This following notice outlines how TII will deal with any personal data submitted through the Tender process.

As part of your response to the procurement Documents for this Competition, you may provide personal data relating to you, your organisation, employees or other third parties. In the procurement Documents, "Data Protection Law" means all applicable data protection law including, 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 Transport Infrastructure Ireland. If you have any questions about our use of your personal data, please contact us at procurement@tii.ie. Alternatively, you can get in touch with our Data Protection Officer at 01 646 3600.

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 may 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 Authority;
- Other members of your consortium;
- Our third-party service providers, such as advisors and contractors; and

- Regulators or oversight bodies.

In connection with the above, we may transfer your personal data outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing an equivalent level of protection for personal data as is provided for in the European Union (a “Third Country”). If and to the extent that TII does so, TII will ensure that appropriate measures are in place to comply with its obligations under applicable law governing such transfers, which may include entering into a Contract governing the transfer which contains the ‘standard contractual clauses’ approved for this purpose by the European Commission and/or other transfer obligations/arrangements as may be specified by the Commission. Further details of the measures that we have taken in this regard are available on request from us.

TII has adopted a default target of disposing of personal data provided in the context of a procurement process within three years of the expiry of the Contract awarded on foot of the procurement process. This applies to personal data provided by successful entities, to which contracts have been awarded and to unsuccessful entities.

Any data subjects in respect of whom 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 4 to ITT: CO2 Performance Ladder – Summary Information

It is intended that the CO2 Performance Ladder Green Public Procurement tool will be used as part of the procurement process(es) for Call Off Contracts under the ITS Equipment Supply & Installation Framework where deemed appropriate based on the nature and scale of the works. This is aimed at influencing carbon performance during project implementation.

CO2 Performance Ladder – Summary Information included in this section provides an overview of the tool and an indication of how it may be implemented during Call Off competitions.

Background

The CO2 Performance Ladder has been employed in the Netherlands since 2009 and has become a key tool in Public Procurement, being used for one in ten European Tenders in the Netherlands. Over 5,000 organisations (1,400 certificates) in the Netherlands, Belgium and beyond have already been certified on the CO2 Performance Ladder as a carbon management system and over 300 contracting authorities across Belgium and the Netherlands (from national ministries to municipalities, regional governments and other semi-public bodies) use the CO2 Performance Ladder in their tendering processes as a green procurement instrument.

Research from CE Delft and the University of Utrecht shows that organisations using the CO2 Performance Ladder reduce their carbon emissions twice as fast as average and it leads to large carbon reduction and behaviour changes. The research also shows that by using the CO2 Performance Ladder, organisations implement a fully-fledged energy management system, which includes structural monitoring of emission trends and establishes reduction of CO2 as a key business strategy. The tool also promotes the circular economy through procurement.

Policies at both national level and within TII support the integration of sustainability within project procedures from the earliest stages. Utilisation of the CO2 Performance Ladder aligns with this from both the perspectives of sustainability in procurement and the management of CO2 during project implementation.

TII now seeks to influence and progress improved carbon performance associated with works undertaken as part of the signs programme via implementation of the CO2 Performance Ladder.

Description

The CO2 Performance Ladder has been developed as a user-friendly, socially responsible and affordable tool that helps organisations reduce carbon emissions in their organisation, in projects and in the business sector by using the power of procurement. The tool is used as both a CO2 management system as well as a green procurement tool and is recognised as best practice in green procurement by several bodies such as the OECD, World Economic Forum and Intergovernmental Panel on Climate Change. The tool encourages organisations to reduce their CO2 emissions as they then have a better chance of winning contracts.

The CO2 Performance Ladder 4.0 consists of 3 Steps.

Step 1 – Internal Emissions Focus:

Targets Scope 1 and 2 emissions.

Requires short-term goals

Emphasises CO₂ awareness, energy saving and inclusion of non-CO₂ greenhouse gases like methane and nitrous oxide.

Less focus on business travel and external collaborations compared to previous versions.

Step 2 – Supply Chain Engagement:

Focuses on Scope 3 emissions.

Requires medium-term goals.

Involves structured collaboration with suppliers and customers.

Step 3 – Long-Term Climate Leadership:

Aims for net-zero emissions by 2050.

Requires a validated climate transition plan.

Encourages sector-wide initiatives and leadership.

The Ladder is built around four key pillars:

A – Insight: Understanding your emissions.

B – Reduction: Setting and achieving reduction targets.

C – Communication: Transparent reporting.

D – Participation: Engaging with stakeholders and initiatives.

Certification is carried out by a 3rd party and is done annually during the Contract and/or at project completion. Failure to achieve the level committed to within one year of Contract award results in application of a financial penalty. Similarly, failure to maintain the level committed to on an annual basis results in application of a financial penalty.

Tenderers who commit to becoming certified may receive a fictitious discount on their Tender total used in the Tender evaluation. The discount depends on both the ambition level committed in their Tender and the procurement approach taken by the contracting Authority and may equate to up to 10% of their Tender total used in the Tender evaluation. The higher the Ambition level the higher the award advantage. The contracting Authority decides the award advantage a Tenderer can receive on each level of the Ladder. Tenderers can also choose not to commit to the CO₂ Performance Ladder, the Ladder is not mandatory.

Implementation

The award criteria for individual Call-Off Contracts shall be set out within the associated Tender documentation. This shall include identification of whether the CO2 Performance Ladder is being used.

Where the tool is used, the specific details in terms of the advantage(s) granted and any penalties to be applied may vary between Call-Off Contracts and will be set out within the Tender documentation.

In all circumstances, it will not be mandatory to commit to CO2 Performance Ladder.

Useful Links

CO2 Performance Ladder website – www.co2performanceladder.com

Basic information - <https://media.co2-prestatieladder.nl/media/2023/CO2%20Performance%20Essentials%20SKAO.pdf>

10-minute video explaining what the ladder is and how it is used - <https://www.youtube.com/watch?v=j2tOAKYERLw>

Appendix 5: (Not Used)

Appendix 6: Form of Tender

FORM OF TENDER

_____ (Date)

To the Transport Infrastructure Ireland of Parkgate Business Centre, Parkgate Street, Dublin 8,

For the attention of David Laoide-Kemp, Senior Engineer

Framework Agreement for the Supply & Installation of ITS Equipment – Lot 4

A Dhaoine Uaisle

Having examined the Instructions to Tenderers, Framework Agreement and Model Works Requirements we offer to enter into a Framework Agreement with you in the form of the Model Framework Agreement.

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

In consideration of your providing us with the tender documents, we agree not to withdraw this offer until the later of:

- a) a. 6 months from the closing date for receipt of tenders; and
- b) 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) (and any notice which purports to withdraw a tender in advance of the expiry of the period in (a) above shall be null and void).

The period in (a) may be extended by agreement between the contracting authority and the tenderers.

If our Tender is accepted, we undertake to enter into the Framework Agreement with you under seal. We acknowledge that you are not bound to accept the lowest or any Tender you receive and that under no circumstances shall you have any responsibility for our costs of tendering.

Is sinne, le meas

_____ (Name of Tenderer)

Signed on behalf of the Tenderer by

_____ (Signature)

(Name)

(Position in Tenderers organisation)