



National Transport Authority

Supply and Delivery of Solar Lights for Bus Stop Poles

*National Transport Authority
Haymarket House,
Smithfield,
Dublin 7,
D07 CF98*

August 2026

Contents

1. INTRODUCTION	4
1.1 Important Notice	4
2. BACKGROUND	6
2.1 NATIONAL TRANSPORT AUTHORITY	6
2.2 DEFINED TERMS	8
3. SPECIFICATIONS OF TECHNICAL AND SERVICE REQUIREMENTS	9
3.1 Overview	9
3.2 Scope	9
3.3 Product Requirements	10
3.4 Commissioning Work	13
3.5 Placing of Orders	13
3.6 Invitation to Tender	13
3.7 Equivalence	14
4. ADMINISTRATIVE REQUIREMENTS	15
4.1 Overall Approach	15
4.2 Procedure	15
4.3 Deadline For Receipt Of Tenders	15
4.4 Delivery Of Tenders	15
4.5 Tendering Costs	15
4.6 The Tender Submission	16
4.7 Validation Of Tenders	18
4.8 Pricing	19
4.9 Change In Circumstances	19
4.10 Non-Compliant Tenders	19
5. INFORMATION AND COMMUNICATIONS	20
5.1 Amendments and/or Clarifications	20
5.2 Communications and Queries	20
6. GENERAL PROVISIONS	21
6.1 Consortia	21
6.2 Freedom of Information Act Requirements	21
6.3 Conflict of interest	21
6.4 Tender Validity Period	21
6.5 Tax Clearance, Insurance and Indemnity	21
6.6 Confidentiality	22
6.7 Ownership of Intellectual Property	22
6.8 Reliance on resources	22
6.9 Prior knowledge	22
6.10 Corrections to Pricing Submission and abnormal tenders	23
6.11 Independent Enquiries	23
6.12 Sanctions	23
7. EVALUATION PROCESS	24
7.1 Introduction	24
7.2 Evaluation Criteria	24

7.3	Price Assessment	28
7.4	Clarifications	29
7.5	Tie Break	29
8.	STEPS FOLLOWING TENDER ASSESSMENT	30
8.1	Notification	30
8.3	Letter of Acceptance	30
9.	PROPOSED CONTRACT	31
	APPENDIX I – PRICING SUBMISSION	32
	APPENDIX II – FORM OF TENDER	35
	APPENDIX III – ARTICLE 57 DECLARATION	38
	APPENDIX IV – DATA PROTECTION NOTICE	41
	APPENDIX V – DRAFT CONTRACT	43

1. INTRODUCTION

1.1 Important Notice

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

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

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

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

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

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

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

Neither the Authority nor its respective advisers, servants and/or agents accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Goods. No legal

relationship or other obligation shall arise between the Tenderers and the Authority unless and until the Contract has been formally executed in writing by the Authority and the successful tenderer or a letter of acceptance has been issued to the successful tenderer and any conditions precedent to the effectiveness of such documents have been fulfilled. The Authority shall not be obliged to appoint any of the Tenderers to supply the Goods and the Authority reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with the successful tenderer will contain any representation or warranty in respect of these Instructions.

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

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

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

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

2. BACKGROUND

2.1 National Transport Authority

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

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

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

In broad terms, the Authority's statutory functions can be summarised as follows:

National (including the Greater Dublin Area)

- Procure public transport services by means of public transport services contracts;
- Provide integrated ticketing, fares and public transport information;
- Develop an integrated, accessible public transport network;
- License public bus passenger services that are not subject to a public transport services contract;
- Manage the Rural Transport Programme and the successor structure of Transport Co-ordination Units;
- Provide bus infrastructure and fleet and cycling facilities and schemes;
- Develop and implement a single public transport brand;
- Develop and maintain a regulatory framework for the control and operation of small public service vehicles (taxis, hackneys and limousines) and their drivers;
- Prepare statutory submissions on Regional Planning Guidelines;
- Collect statistical data and information on transport;
- Enforce EU passenger rights in rail, maritime and bus and coach transport;
- Validate EU authorisations and journey forms in relation to bus and coach travel in accordance with EU Regulation No. 1073/2009; and
- Operate as the national conciliation body for electronic toll service providers.

Greater Dublin Area alone

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

In addition to its statutory functions the Authority also undertakes a number of functions on behalf of the Department of Transport, Tourism and Sport on a non-statutory basis. The non-statutory functions include:

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

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

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

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

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

2.2 Defined Terms

In these Instructions:

Contract	Means the contract to be entered into between the successful tenderer and the Authority;
Draft Contract	Means the form of the Contract included in Appendix V which is subject to completion with details of relevant parties and Tender information;
Goods	Means the Goods to be supplied under the Contract;
Pricing Submission	Means the submission being made by the Tenderer in respect of its costs to provide the Goods (comprising the Tenderer's response in relation to Appendix I of these Instructions);
Quality Submission	Means the non-price submission being made by the Tenderer in respect of its proposals to provide the Goods;
Services	Means the Services to be performed under the Contract;
Tender	Means the tender submitted by the Tenderer in response to these Instructions comprising the completed Tender Submission and the Pricing Submission;
Tender Fee	Means the tendered costs set out in Appendix I: Pricing Submission.
Tenderer	Means any person who has submitted a Tender in response to these Instructions;
Working Day	Means any day (other than a Saturday or a Sunday) that banks are generally open for business in Dublin.
Bus Stop Pole	Means a 60.3mm outside diameter stainless steel Circular Hollow Section (CHS) with a removable stainless steel flag.

3. SPECIFICATIONS OF TECHNICAL AND SERVICE REQUIREMENTS

3.1 Overview

This Section details the Goods and Services required of the successful Tenderer. The list of goods and service elements forming the Good and Services are indicative only, are not exhaustive and are subject to change. The expected term of the contract will be four years.

The Authority wishes to conduct a procurement competition to award a contract for the supply and delivery of solar lights for TFI bus stop poles.

The TFI bus stop poles (refer to Figure 1 below) will permit the secure installation of a solar light onto the top of the pole.

This section details the requirements, including the fixing requirements, for solar lights for TFI bus stop poles.



Figure 1: Typical Stainless Steel Bus Stop Pole with Flag

3.2 Scope

The Authority is seeking a supplier for the supply and delivery of solar lights for installation on top of TFI bus stop poles.

It is anticipated that orders will be placed in variable batch sizes, with a total requirement of up to 100 solar lights during the first year. Deliveries will be made in batches to Broadstone Bus Depot in Dublin 7 with all deliveries to be completed by the end of Q2 2030.

The estimated requirement is 100 solar lights per annum over a four-year period, pending review of performance in the first year.

The successful tenderer will be responsible for the management and coordination of the deliveries, ensuring timely and efficient supply in accordance with the Authority's requirements.

The solar lights will be installed by persons acting on behalf of the NTA in various locations nationwide. These locations will be visited routinely to ensure that none of the component parts are damaged and that the unit is in full working order.. The NTA representative will identify any components that are not functioning and undertake the necessary repairs or replace parts within the solar light.

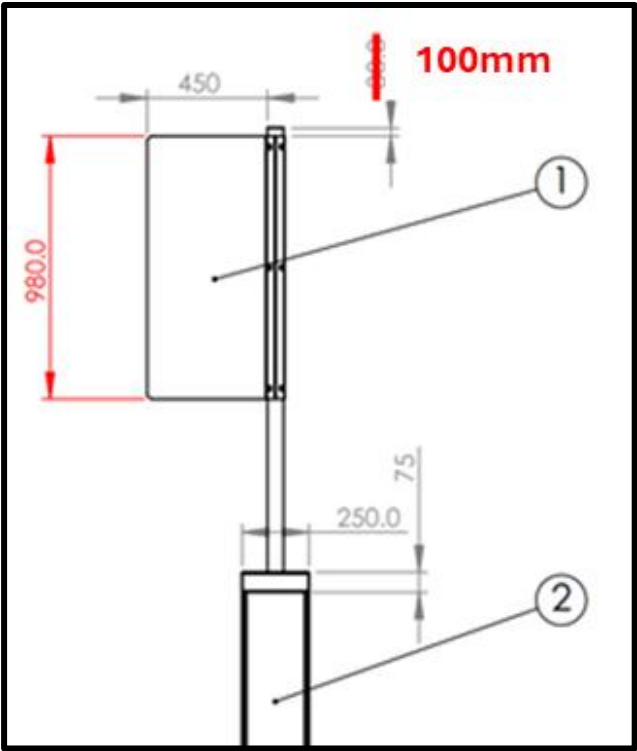
The successful Tender will be required to demonstrate how to install the solar light onto a TFI pole, on delivery of the first batch. They will be required to provide training on the maintenance of the solar lights, details on how to replace parts and support in purchasing any replacement parts that are out of warranty.

3.3 Product Requirements

The solar light shall be fabricated and supplied in conformity with the dimensions and specification provided in drawing 1 below. The unit must be suitable to safely fit securely over the top of the existing TFI poles, which have an outside diameter of 60.3 mm. The use of additional adaptors or fittings to accommodate larger diameters will not be accepted. The solar light must have an indicator to show that it is charging/fully charged/not working so that it can be checked, by the NTA representative during daylight hours, that it is working successfully.

3.3.1 Clearance

The top of the pole provides a 100 mm clearance to accommodate the fitting of the solar light, as illustrated below.



Drawing 1: Dimensions of TFI Bus Pole Types

Pole type/size	Pole length (mm)	Wall thickness (mm)	Flag length (mm)
Type C (Small)	3770	6.4mm	720
Type F (Medium)	3900	8.0mm	850
Type E (Large)	4030	8.00mm	980

Table 1: Pole dimensions

3.3.2 Material Requirements

3.3.2.1 Light Performance Requirements

Specification	Requirement
Colour Temperature	Minimum 3000K
Light Output (No Motion Detection)	20%–40% of full output
Light Output (With Motion Detection)	100%
Light Output (Daylight Conditions)	0%
Power Reservation Duration	Minimum 3 days
Minimum ground coverage of concentric light	1m
Minimum Light Output at Full Power	2,800 W equivalent

Table 2

3.3.2.2 Battery Requirements

Specification	Requirement
Minimum Energy Storage Capacity	12Ah
Minimum Battery Lifespan	Minimum 3 years
Replacement Battery Availability	Required
Battery Percentage Indicator	Required

Table 3

3.3.2.3 Solar Panel Requirements

Specification	Requirement
Solar Panel Movement Range	Minimum 90°
Minimum Solar Panel Lifespan	Minimum 5 years
Maximum Weight	11kg
IP Rating	1m
Working Temperature Range	Minimum IP65
	Minimum -15°C to +55°C

Table 4

3.3.2.4 Classification Marking

The product shall be CE marked.

3.3.3 Management Systems and Certification

Tenderers are required to operate management systems that comply with ISO 9001:2015 (or an equivalent internationally recognised quality management standard) and must have established processes for the design, development, supply, and delivery of products and services in accordance with ISO 14001:2015 (or an equivalent internationally recognised environmental management standard). These certifications, or equivalent systems, must already be embedded in the Tenderer's operational processes and form part of their standard business practices.

3.3.4 Delivery of Solar Lights

The successful tenderer shall be responsible for the delivery and offloading of the products in variable batch sizes, as required by the Authority. For orders of 50 units or more, delivery must be completed within four (4) weeks of receipt of a written order from the Authority. For orders of up to 50 units, delivery must be completed within two (2) weeks of receipt of a written order.

All orders shall be delivered to:

- a. Broadstone Bus Depot, Phibsborough Road, Phibsborough, D07X2AE Dublin.

3.3.5 Providing information on the installation and maintenance of Solar Lights on Bus Stop Poles

The performance of each solar light will be reviewed over the tender period by a representative of the NTA.

Not later than twenty (20) Working Days after the Commencement Date, the successful Tenderer shall prepare and submit a detailed plan setting out the successful Tenderer's instructions for the installation and maintenance, by others, of the Solar Lights (the “**Maintenance Plan**”).

The Maintenance Plan, shall clearly explain all activities in relation to the maintenance of the Solar Lights (including the inspection, preventative maintenance, cleaning, routine maintenance, repair and reactive maintenance of the Solar Lights) in accordance with the Technical Requirements and in accordance with Good Industry Practice. Each location will be visited by a representative for the NTA during daylight hours to confirm that the solar light is still working satisfactorily.

The successful Tenderer shall be responsible for the procurement of all replacement/spare components, parts and materials required for the maintenance and repair of the Solar Lights, by Others, as part of the Services. The cost of such replacement/spare components and parts (but not the cost of replacement of an existing complete Solar Light) shall be billed for as per indicative costs provided within the Tenderer's submission.

3.3.6 Health and Safety

The successful Tenderer shall be responsible for the safety and security of the performance of the Services and will have full regard for the safety of all persons affected by the performance of the Services. The successful Tenderer shall comply (and secure compliance by the Staff) with the requirements of this Agreement in relation to health, safety and security. In performing the Services, the successful Tenderer shall, insofar as is within the control of the successful Tenderer, take all measures not to affect or otherwise prejudice the health, safety and security of employees, servants or agents of the Authority and members of the public. The successful Tenderer shall observe, perform and discharge, or shall procure the observance, performance and discharge, of all the obligations, requirements and duties of the client arising under the Safety, Health and Welfare at Work (Construction) Regulations 2013 in connection with the performance of the Services; all the obligations, requirements and duties of the employer arising under the Safety, Health and Welfare at Work Act 2005; and any Code of Practice applicable to the Services for the time being approved or to be approved by the Health and Safety Authority (HSA) pursuant to the Safety, Health and Welfare at Work Act, 2005 and any regulations made thereunder.

3.4 Commissioning Work

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

3.5 Placing of Orders

The Authority reserves the right not to order any materials or units under the Contract.

3.6 Invitation to Tender

Suitable companies are now invited to tender to undertake this work in accordance with the terms of this brief. Following consideration of submissions, the Authority may at its discretion award the contract to the company submitting the most economically advantageous tender. The Authority will evaluate Tenders based on the criteria set out in section 7 of these Instructions. Tenderers may be required to make a presentation relating to their proposal at an Authority-nominated date, time and venue. The Authority proposes to conclude a contract with the

Tenderer who has submitted the most economically advantageous tender when assessed in accordance with the evaluation criteria. In the event that the Authority is unable to conclude a contract with this Tenderer, the Authority reserves the right to revert to the next highest ranked Tenderer, seriatim, and seek to conclude a contract with that Tenderer.

The successful Tenderer agrees to work with the Authority in order to facilitate any modification or design change that may occur over the life cycle of the tender.

Any such changes must be agreed formally and in writing between the successful Tenderer and the Authority. The Authority will furnish the successful Tenderer with a formal change request as well as updated drawings, specifications and/or other information as may be required to successfully implement the change.

The Authority acknowledges that such changes may result in increased costs to the successful Tenderer. The Authority agrees to undertake a review of costs in light of any changes made to the initial specifications as outlined in this tender.

3.7 Equivalence

Where reference is made in this RFT to a particular make, source, process, trademark, type, certification or patent, this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words “or equivalent”.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Overall Approach

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

4.2 Procedure

Tenderers are invited to submit Tenders in accordance with these Instructions following which the Authority will, subject to its rights and discretions as set out in these Instructions, assess the Tenders submitted and proceed to award the Contract. Tenderers shall not submit more than one tender.

4.3 Deadline for Receipt of Tenders

The deadline for receipt of Tenders is **12:00 noon September 28, 2026**. The onus is on Tenderers to ensure their Tender has been received prior to the specified deadline and are advised that the eTenders post-box facility automatically shuts down after that Deadline for Receipt of Tenders has passed. Only in exceptional circumstances outside the control of the Tenderer will Tender Submissions received after the relevant Deadline for Receipt of Tenders be admitted, and this will be entirely at the discretion of the Authority.

4.4 Delivery of Tenders

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

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Deadline for Receipt of Tenders as defined in paragraph 4.3. The size of the total combined documents sent to the electronic inbox should not exceed 100MB. To submit the Tender documents to the electronic inbox, you must click “Submit” after ensuring that the visual indicator shows 100% completion. A successful Tender submission will be confirmed by five (5) green tick marks; non-conformant tenders will not be accepted showing red tick marks. After successful submission, Tenderers can re-send their response until the response deadline. After the response deadline, Tenderers should be aware that they will no longer be able to submit their Tender.

The Form of Tender at Appendix II must be submitted with the Tender. This form must be completed and signed in ink or by electronic signature software by a person authorised to bind the Tenderer. The Tender shall be signed or sealed in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts. The name of each person signing shall be typed or written in block capitals below his/her signature. The official capacity or authority of the persons signing shall also be shown. No additional items shall be inserted in the Form of Tender and no alterations may be made to the Form of Tender.

4.5 Tendering Costs

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

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

4.6 The Tender Submission

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

The working language of the project will be English. Tenderers should be precise and succinct in their submissions.

All Tenders **must** contain the information required by these Instructions as set out below; (*tenderers should note that in line with section 4.10; failure to submit the information required may result in your tender being eliminated from consideration*).

General Information:

- Name, address, e-mail address, telephone number of the Tenderer and name of the contact person dealing with the Tender;
- Name, address, e-mail address, and telephone number of any third-parties involved in the Tender and the name of the appropriate contact person(s) dealing with the matter;
- Description of role or element of contract to be fulfilled by any third party;
- Identification of party who will carry overall responsibility for the contract; and
- Confirmation of acceptance by the Tenderer and any third parties of the conditions of tender described in these Instructions.

Eligibility Criterion:

- Tenderers must have a turnover of €750,000 (or euro equivalent) in any financial year during the period 2022 to date, related to the supply of relevant products and services. Minimum turnover must be demonstrated as follows: Tenderers must self-declare by way of their Tender that they meet the turnover requirement; and upon request by the Authority evidence of meeting the minimum turnover by way of the following:
 - Formal audited accounts;
 - Financial accounts;
 - Accountant's letter/ certificate of turnover; or
 - Auditor's letter / certificate of turnover.

Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Authority of the valid reason as to why the documentation cannot be supplied and if the Authority considers the reason given to be valid, provide other suitable alternative documentation to prove to the satisfaction of the Authority, their minimum turnover. Tenderers should note that it is a pre-condition to the award of the Contract that the successful Tenderer shall provide the Authority with a substantive response that satisfies the requirements of this minimum criterion for participation.

Similar or relevant experience:

- Tenderers are required to provide three (3) examples of contracts demonstrating similar or relevant (similar or relevant having regard to the description of the Goods and Services set out in Section 3) experience undertaken by the Tenderer during the years 2022 to date. In each example Tenderers must provide details in respect of:
 - Title of the example contract;
 - Name of client;
 - Value of the services;
 - Commencement and completion date of the contract;
 - Scope and overview of the products and services provided; and
 - The names and phone numbers of contact person/s for each of the examples to act as potential referees. (Please note that these person/s may be contacted by the Authority for references).

The number of pages demonstrating similar or relevant experience should not exceed four (4) A4 pages, using a font size no smaller than Arial 10 in total for all three experiences.

Any information or details beyond four (4) pages will not be considered.

Video

Tenderers must submit a video. The video must be sufficiently detailed to confirm that the proposed product meets the specification and installation requirements as set out in Section 3 of this RFT are met.

Tenderers must submit a video that clearly demonstrates:

- The lighting capacity of the proposed product;
- The installation method of the product onto a 60.3mm outside diameter bus pole without the use of an adaptor; and
- The ability to check that the solar light is working in daylight.

Quality Management

Tenderers must provide evidence of compliance with ISO 9001:2015 or an equivalent internationally recognised quality management standard. Evidence shall be valid and issued by an accredited certification body or provide demonstrable equivalence.

Product Quality – Technical Documentation

Tenderers shall demonstrate the quality, suitability, and compliance of the proposed product through the submission of comprehensive and well-structured technical documentation.

○ Technical Documentation Requirements

As a minimum, the documentation shall include:

- Component information
- Materials
- Surface finishes
- Dimensional information

The number of pages should not exceed four (4) A4 pages, using a font size no smaller than Arial 10.

Any information or details beyond four (4) pages will not be considered.

Environmental Social and Governance (ESG) and Circularity considerations:

Tenderers must submit as part of their tender response a review of their tender proposal outlining the consideration they have given to ESG and circularity.

The review should include but not be limited to:

- Details of the sourcing of raw material by the tenderer, including its origin and supply chain. Tenderers should provide evidence of the responsible sourcing of materials, parts and services in accordance with the principles of good governance, social responsibility and environmental sensitivity;
- The amount of the requested assembly is sourced from recycled or repurposed material; and
- Considerations for end of life such as the potential for recycling or repurposing of the hardware and/or components as well as details for the safe disposal of the hardware or any components.

The number of pages for the review should not exceed two (2) A4 pages, using a font size no smaller than Arial 10.

Any information or details beyond two (2) pages will not be considered.

Pricing Submission:

Set out the costs, in accordance with the table and instructions set out in Appendix I;

Form of Tender:

The Form of Tender at Appendix II must be submitted with the tender.

Article 57 of EU Directive 2014/24/EU:

The Declaration of Compliance at Appendix III must be submitted with the Tender. This declaration must be completed and signed in ink by the Tenderer.

4.7 Validation of Tenders

Tenders will be examined initially for completeness and compliance with these Instructions. Tenderers will also be examined to check that the Tenderer should not be excluded on the basis of Regulation 57 of EU Directive 2014/24/EU. If any of the conditions set out in Regulation 57 of Directive 2014/24/EU apply to the Tenderer (or any member of the Tenderer, in the case of a consortium), the Tenderer shall be excluded from the competition.

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

4.8 Pricing

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

4.9 Change in circumstances

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

If it comes to the Authority's attention that:

- there has been a change in circumstances concerning a Tenderer that could affect the assessment of that Tenderer's Tender or a decision that the Tenderer has qualified to have its Tender assessed; or
- information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

the Authority may (but is not required to) revise its assessment of the Tenderer's Tender or whether that Tender can be included in the evaluation on the basis of the information then available to the Authority.

4.10 Non-compliant Tenders

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

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

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

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

5. INFORMATION AND COMMUNICATIONS

5.1 Amendments and/or Clarifications

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

5.2 Communications and Queries

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

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

Queries must be received by the Authority not later than the closing date for receipt of queries although the Authority reserves the right to respond to queries raised after that date. It is the Tenderer's responsibility to ensure that all queries are received by the Authority by this deadline. Such queries and /or requests should be submitted not later than **10 ten days** prior to the date for return of Tenders. Any communication shall state clearly that it relates to **“Supply and Delivery of Solar Lights for Bus Stop Poles”**.

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

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

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

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

6. GENERAL PROVISIONS

6.1 Consortia

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

6.2 Freedom of Information Act Requirements

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

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

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

6.3 Conflict of interest

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

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

6.4 Tender Validity Period

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

6.5 Tax Clearance, Insurance and Indemnity

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

6.6 Confidentiality

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

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

The Receiving Party may disclose Confidential Information:

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

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

6.7 Ownership of Intellectual Property

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

6.8 Reliance on resources

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

6.9 Prior knowledge

Tenderers must not make assumptions that the Authority or any of its advisors has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with the provisions of these Instructions).

6.10 Corrections to Pricing Submission and abnormal tenders

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

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

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

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

6.11 Independent Enquiries

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

6.12 Sanctions

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

7. EVALUATION PROCESS

7.1 Introduction

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

7.2 Evaluation Criteria

7.2.1 Eligibility

- It is a minimum requirement for participation in this tender competition that the Tenderer must have a turnover of €750,000 (or euro equivalent) in any financial year during the period 2022 to date, related to the supply of relevant products and services. Minimum turnover must be demonstrated as follows:
- Tenderers must self-declare by way of their Tender that they meet the turnover requirement; and
- Upon request by the Authority evidence of meeting the minimum turnover by way of the following:
 - Formal audited accounts;
 - Financial accounts;
 - Accountant's letter/ certificate of turnover; or
 - Auditor's letter / certificate of turnover.

Where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Authority of the valid reason as to why the documentation cannot be supplied and, if the Authority considers the reason given to be valid, provide other suitable alternative documentation to prove, to the satisfaction of the Authority, their minimum turnover. Tenderers should note that it is a pre-condition to the award of the Contract that the successful tenderer shall provide the Authority with a substantive response that satisfies the requirements of this minimum criterion for participation.

7.2.2 Stage 1- Selection Criteria

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

Selection Criteria

Selection Criteria	Marks Available	Minimum Marks Required
Similar or Relevant Experience Tenderers must provide three (3) examples of contracts demonstrating similar or relevant experience (as defined in Section 3 of this document). Each example must relate to work undertaken between 2022 and the present.	Pass/Fail	Pass

For each example, the following information must be provided: 1. Contract Title 2. Client Name 3. Value of the Services 4. Contract Duration • Commencement Date • Completion Date 5. Scope Overview ▪ Provide a concise description of the products and services delivered, clearly showing relevance to the required Goods and Services. 6. Referee Contact Details • Name • Phone Number <i>Please note: These referees may be contacted by the Authority.</i> The number of pages demonstrating similar or relevant experience should not exceed four A4 pages, using a font size no smaller than Arial 10. <u>Any information or details beyond four (4) pages will not be considered.</u>		
Tenderers must confirm: • Solar light will be suitable to fit with ease onto the 60.3mm outside diameter TFI pole securely. • Solar light will indicate that it is working, or not, in daylight hours. It should indicate that it is charging/fully charged /not working.	Pass/Fail	Pass

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

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

Tenderers who achieve the minimum pass mark in the selection criteria above will then have their Quality Submissions evaluated under the Award Criteria in accordance with section 7.2.3.

7.2.3 Stage 2- Award Criteria

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

Award Criteria	Description	Marks available	Minimum marks required
Video	Tenderers must submit a video. The video must be sufficiently detailed to confirm that the proposed product meets specification and installation requirements. Tenderers must submit a video that clearly demonstrates: • The lighting capacity of the proposed product. • The installation method of the product onto a 60.3mm outside diameter bus pole without the use of an adaptor. That the solar light indicates that it is charging/fully charged/not working in daylight. Tender video and product specifications will be evaluated to ensure that the installation of the solar lights includes indicators of working in daylight and lighting capacity in dark lighting conditions. Also all the requirements to be demonstrated, as set out in Section 3 of this RFT are met.	Pass/ Fail	Pass
Quality Management	Tenderers must provide evidence of compliance with ISO 9001:2015 or an equivalent internationally recognised quality management standard. Evidence shall be valid and issued by an accredited certification body or provide demonstrable equivalence.	Pass/ Fail	Pass

Product Quality – Technical Documentation Tenderers shall demonstrate the quality, suitability, and compliance of the proposed product through the submission of comprehensive and well-structured technical documentation. ○ Technical Documentation Requirements Tenderers must provide complete technical documentation to clearly demonstrate that the product complies with the specifications and requirements. As a minimum, the responses shall include: • Component information • Materials • Surface finishes • Dimensional information • Maintenance information All documentation must be clear, accurate, and comprehensive enough to demonstrate the product's suitability and compliance with the requirements of this tender. The number of pages should not exceed four (4) A4 pages, using a font size no smaller than Arial 10. Any information or details beyond four (4) pages will not be considered.		500	300
ESG / Circularity Tenderers must submit as part of their tender response a review of their tender proposal outlining the consideration they have given to ESG and circularity as set out in section 4.6 of this RFT. The review could include but is not limited to: • Details of the sourcing of raw material by the tenderer, including its origin and supply chain. Tenderers should provide evidence of the responsible sourcing of materials, parts and services in accordance with the principles of good governance, social responsibility and environmental sensitivity. • The amount of the requested assembly sourced from recycled or repurposed material. • Considerations for end of life such as the potential for recycling or repurposing of the hardware and/or components as well as details for the safe disposal of the hardware or any components. The review must be a maximum length of 2 A4 pages, using a font size no smaller than Arial 10. Any information or details beyond two (2) pages will not be considered.		100	60
Price Criterion	Price	400	N/A
Total		1,000	

Each criterion will be assessed on an overall basis.

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

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

The following table will be used for the evaluation of the Quality Criteria.

Table 7: Scoring Matrix

Scoring Band	Score (as a % of the maximum marks available)	Explanation
5	100%	An excellent response to the criterion. The Authority has no reservations or minor reservations regarding the quality of the Tenderer's response to the criterion.
4	80%	A very good response to the criterion. The Authority has minor reservations regarding the quality of the Tenderer's response to the criterion.
3	60%	A good response to the criterion. The Authority has moderate reservations regarding the quality of the Tenderer's response to the criterion.
2	40%	A poor response to the criterion. The Authority has significant reservations regarding the quality of the Tenderer's response to the criterion.
1	20%	A very poor response to the criterion. The Authority has substantial reservations regarding the quality of the Tenderer's response to the criterion.
0	0%	No response. Profound reservations regarding the quality of the Tenderer's response to the criterion.
Individual statements in the above bands are separate and not cumulative. Scores awarded will be absolute and half marks will not be used.		

7.3 Price Assessment

The marks awarded under the Price criterion will be calculated in accordance with the following formula:

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

Where:

- Tender Fee, is the Tender Fee submitted by the Tenderer under consideration;
- Lowest Tender Fee, is the lowest Tender Fee from the Tenders received;
- Highest Tender Fee, is the highest Tender Fee from the Tenders received; and
- Weighting is **40** marks.

Using the weighting **40** for the Price Award Criterion, the maximum marks that can be achieved for the Tender Fee for this commission is **40 marks**.

7.4 Clarifications

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

7.5 Tie Break

In the event of a tie, the Tender with the highest mark for **Price** will be deemed to be the highest-ranked Tender.

8. STEPS FOLLOWING TENDER ASSESSMENT

8.1 Notification

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

8.2 Letter of Intent

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

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

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

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

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

8.3 Letter of Acceptance

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

9. PROPOSED CONTRACT

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

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

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

APPENDIX I – PRICING SUBMISSION

The Tenderer is required to complete the tables below.

The Tenderer is required to complete in full Tables A, B, and C below. Save for completing the pricing information required, Tenderers may not make any other alterations or amendments to this Pricing Submission. Failure to complete the Pricing Submission in full may result in a Tenderer being excluded from consideration.

The aggregate of the costs in Table A comprise an indicative total of payments for the Supply and Delivery of Solar Lights for Bus Stop Poles and associated Training (as set out in section 3.2) for a period of 4 years all in accordance with the requirements set out in these tender documents.

The “**Total Tender Fee**” in Table A represents the summation of the numerical items in the “**Total Cost**” column above the “**Total Tender Fee**” row. For the purposes of the remainder of this Request for Tenders document, the defined term “**Tender Fee**” shall mean the “**Total Tender Fee**” calculated in Table A.

All prices exclude VAT.

The individual line items in this Appendix and quantities and amounts stated, are indicative only, representing possible requirements, quantities and amounts arising during the duration of the Contract. All such items, quantities and amounts are for tender assessment purposes only and do not imply any commitment on behalf of the Authority to order or request such items, quantities nor represent any guarantee as to the likely or anticipated revenue to be generated from the Contract.

TABLE A: TOTAL TENDER FEE

	<i>Total Cost (excl. VAT) €</i>
Table B - Supply Costs: Nominal Tender Fee – Supply (B)	€
Table C - Delivery Costs: Nominal Tender Fee – Delivery (C)	€
Total Tender Fee	€

TABLE B: NOMINAL TENDER FEE – SUPPLY

In Table B below the Tenderer is required to complete the “Unit Rate” column for the supply of batch sizes stated in the item description. The figure inserted in the “Unit Rate” column represents, in the relevant rows, the rate per individual solar light for bus stop pole unit proposed to be charged in respect of that item (as described in the item description) for any future orders and shall include for all overheads associated with the supply of such goods. The Tenderer shall then complete the “Nominal Cost” column of Table B by multiplying each figure on the row under the “Nominal Number of Units” (A) column, by the “Unit Rate” (B) figure on the corresponding row and summing the “Nominal Cost” (C) column. The Tenderer shall add up all individual “Nominal Cost” (C) figures and insert the figure in the “Nominal Tender Fee - Supply” (B) cell.

<i>Item</i>	<i>Description</i>	<i>Nominal Number of Units (A)</i>	<i>Unit Rate (excl. VAT) € (B)</i>	<i>Nominal Cost (excl. VAT) € (C)</i>
1	Supply of Solar Light for bus stop pole in batches.	400	€	€
	NOMINAL TENDER FEE - SUPPLY (B)			

TABLE C: NOMINAL TENDER FEE – DELIVERY

In Table C below the Tenderer is required to complete the “Delivery Rate” column for the delivery of batch sizes and geographical area stated in the item description. The figure inserted in the “Delivery Rate” column represents, in the relevant rows, the rate per delivery proposed to be charged in respect of that item (as described in the item description) for any future orders and shall include for all overheads associated with the delivery of such goods but excludes the unit supply costs which form part of Table B. The Tenderer shall then complete the “Nominal Cost” column of Table C by multiplying each figure on the row under the “Nominal Number of Deliveries” (A) column, by the “Delivery Rate” (B) figure on the corresponding row and summing the “Nominal Cost” (C) column. The Tenderer shall add up all individual “Nominal Cost” (C) figures and insert the figure in the “Nominal Tender Fee – Delivery” (C) cell.

<i>Item</i>	<i>Description</i>	<i>Nominal Number of Deliveries (A)</i>	<i>Delivery Rate per batch (excl. VAT) € (B)</i>	<i>Nominal Cost (excl. VAT) € (C)</i>
1	Delivery of 50 Solar Lights units to Broadstone Bus Depot in Dublin 7	8	€	€
	NOMINAL TENDER FEE – DELIVERY (C)			

Notes

- *Delivery Rate includes delivery and off-loading of units of all types and quantities, including any lifting or moving equipment required to the location herein under Section 3.3.4 including liaison with Authority nominated contractors;*
- *‘Up to 50 units’ includes any number of units between 1 to 50, inclusive;*
- *‘Over 50 units’ includes any number of units from 51, inclusive;*

- Table D is to be completed for evaluation purposes only and is based on indicative quantities.

INDICATIVE COSTS ONLY:

This section requires the Tenderer to provide fixed replacement part rates.

Completion of this section is mandatory. Failure to provide complete pricing information may result in the Tender being deemed non-compliant. These rates will not form part of the tender evaluation.

In the table below Tenderers are required to list the indicative costs of replacement parts for solar lights to include for delivery to Bus Éireann Depot in Broadstone, Phibsborough, Dublin 7.

Item Ref	Component	Unit	Rate (€)
A1	Solar battery replacement	Each	€
A2	LED luminaire replacement	Each	€
A3	Solar panel replacement	Each	€
A4	Charge controller replacement	Each	€
A5	Pole inspection and minor repair	Each	€

For the avoidance of doubt, the Unit Rate and Delivery Rate shall include, without limitation, all overheads associated with the provision of the specified goods, including, but not exclusive to:

- salary payments;
- provision of all secretarial/administrative/clerical support;
- all equipment required in the performance of the services;
- office overheads;
- insurance;
- general office consumables;
- annual leave payments/sick leave payments;
- all travel and subsistence arrangements for attendance at Authority offices in Dublin;
- postage/telephone/email costs;
- all analysis and reporting;
- all management, quality assurance and documentation services;
- internal photocopy and printing costs;
- general overheads; and
- profit.

APPENDIX II – FORM OF TENDER

National Transport Authority
Haymarket House,
Smithfield,
Dublin 7,
D07 CF98

Supply and Delivery of Solar Lights for TFI Bus Stops Poles.

Dear Sirs

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

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

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

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

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

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

Dated this _____ day of _____ 2026.

Name _____ of
tendering entity: _____

(IN BLOCK LETTERS)

Address: _____

Signed for and on
behalf of
tendering entity:

Name in block
capitals:

Official capacity
or authority:

APPENDIX III – ARTICLE 57 DECLARATION

- Declaration in respect of the Grounds for Exclusion set out in Regulation Article 57 of Directive 2014/24/EU

Please note that a separate declaration must be completed by each of the following:

- *each member of the consortium or group (where the applicant is a consortium);*
- *any entity being relied upon to meet the selection criteria, as well as any subcontractors to whom the Applicant intends to subcontract a share of the contract*

and in each such case the reference to “Applicant” in the declaration below shall be read as a reference to each consortium member/entity being relied upon/subcontractor (as applicable).

- *****

Name of the Applicant: _____

Company registration number (if a company): _____

On behalf of the Applicant identified above (the “**Applicant**”) I hereby declare that none of the circumstances specified in Directive 2014/24/EC Article 57 apply to the Applicant (save to the extent set out below). In particular, as at the date of this declaration:

1. I declare that the Applicant (or, if the Applicant is a company, any director or secretary, or any member of an administrative, management or supervisory body of the Applicant or person who has powers of representation, decision or control therein), has not been the subject of a conviction by final judgment for one or more of the following reasons (save to the extent set out below in part 4 of this declaration):
 - (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (b) corruption, as defined in Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the law of the country in which the Applicant is established or in Irish law;
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
 - (d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
 - (e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
 - (f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
2. I declare that, save to the extent set out below in part 4 of this declaration, the Applicant:
 - (a) has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established and in Ireland, and
 - (b) has fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established and in Ireland.
3. I declare that, save to the extent set out below in part 4 of this declaration, the Applicant:

- (a) has not violated applicable obligations in the fields of environmental, social and labour law established by EU law, Irish law, collective agreements or by the international environmental, social and labour law provisions referred to in Annex X of Directive 2014/24/EC;
 - (b) is not bankrupt, or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended and it is not in any analogous situation arising from a similar procedure under national laws or regulations in this or any other jurisdiction;
 - (c) is not guilty of grave professional misconduct, which renders its integrity questionable;
 - (d) has not entered into agreements with other providers aimed at distorting competition;
 - (e) there is no conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;
 - (f) there is no distortion of competition from the prior involvement of the Applicant in the preparation of the procurement procedure;
 - (g) has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;
 - (h) has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EC;
 - (i) has not undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon its undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.
4. To the extent that any of the circumstances described in Parts 1, 2 or 3 of this declaration apply to the Applicant (or, in respect of the circumstances set out in Part 1 of this declaration, to any director or secretary, or any member of an administrative, management or supervisory body of the Applicant or person who has powers of representation, decision or control therein), I hereby set out full details of same in this Part 4:

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE APPLICANT’S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

SIGNATURE_____ **DATE**_____

NAME_____ **TEL**_____

POSITION_____

VAT No_____ **EMAIL**_____

APPENDIX IV – DATA PROTECTION NOTICE

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

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

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

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

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

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

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

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

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

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

If you are unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process or the award of the contract to the

successful party, whichever is later. If you are successful, and a contract is awarded to you at the end of the tender process, such personal data will be retained in accordance with our Record Retention Policy.

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

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

APPENDIX V – DRAFT CONTRACT