

Clarification Response No. 1 – FMCI-CfT-DBW-102026

Vehicle selection and compatibility

Q1. Will FMCI accept a specific vehicle model nominated by the tenderer, subject to written compatibility confirmation from the DBW manufacturer?

FMCI cannot pre-approve, or comment on, any particular vehicle model or DBW product during the competition. Any Primary Vehicle Platform that meets the mandatory requirements of Section 4.1 is eligible. It will be evaluated under criterion Q3 and the Evaluated Solution Cost (Section 15.4). Written confirmation from the DBW manufacturer is acceptable supporting evidence and should be included in Annex B. That confirmation should cover RHD compatibility, supported model years and required configuration.

Q2. Must the vehicle be the current model year, or are earlier model years acceptable?

No current-model-year requirement applies. The vehicle may be new or used (Section 4.1). A used vehicle must be no more than five years old on the intended date of acquisition, which FMCI expects to be in Q4 2026 or Q1 2027. Tenderers should state the supported model years and configurations in Annex B.

Please note that FMCI will determine the Evaluated Vehicle Price (V) from Irish listings that match the tenderer's stated compatibility requirements (Section 15.4). A narrow supported range reduces the pool of compatible vehicles, which is considered under Q3B.

Q3. If the vehicle FMCI buys differs from the agreed model year, trim or software configuration, how will any additional integration cost or delay be handled?

Under Section 4.5, FMCI will not commit to an individual vehicle until the successful tenderer has completed the VIN compatibility assessment. If the vehicle falls within the tenderer's stated supported configuration and the VIN assessment confirms compatibility, the complete mandatory scope is delivered at the tendered price. Any configuration dependency must be stated in the tender (Sections 4.2 and 17.2), and silence will not be treated as an agreed deviation. Any work arising from a vehicle FMCI buys against a negative VIN assessment would be agreed in writing as a change.

Q4. When will the vehicle be available for integration in Shannon?

FMCI will procure the vehicle after contract award and the VIN assessment. It expects the vehicle to be available for installation in Q1 2027, consistent with Section 10. Delivery of the DBW equipment by the Delivery Date does not depend on FMCI having acquired the vehicle.

Technical requirements and safety

Q5. Must the emergency stop bring the vehicle to a complete standstill, or is it enough to disengage autonomous control and return manual control? Is automatic braking or shifting into Park expected?

The minimum safe-state requirements are set out in Section 6.4:

- **Remote operation without a driver in the seat.** Any E-stop, loss of the remote-controller link or expiry of the command watchdog must bring the vehicle to a controlled stop and hold it stationary without driver intervention.

- **Operation with a safety driver.** An E-stop must immediately cease all DBW commands and return full manual control. If the E-stop does not itself slow the vehicle, the tender must say so.

Automatic shifting into Park is not mandatory. Tenderers should describe how the vehicle is held stationary, for example Park, electric parking brake or brake hold. Additional protective behaviour may be proposed and will be considered under Q1B.

Q6. Which functional safety, EMC and vehicle approval requirements must be demonstrated?

No specific functional-safety certification is mandatory. Tenderers must state the standards against which the E-stop and safety functions were designed or assessed, for example ISO 13849, IEC 61508 or ISO 26262. They should also provide any available hazard analysis, FMEA or safety-concept documentation. Both are assessed under Q1B (Section 6.4).

For conformity, each component must carry the applicable markings and declarations (Section 6.6). These include CE marking under the EMC Directive 2014/30/EU and UN ECE R10 where applicable. Radio equipment must comply with the Radio Equipment Directive 2014/53/EU (Section 6.5). The supplier is not required to obtain vehicle type approval. Any effect on roadworthiness, the manufacturer's warranty, or permitted use must be disclosed (Sections 4.2, 6.6 and 9).

Q7. Does passing the agreed functional and software-interface acceptance tests constitute final technical acceptance?

Yes. Final acceptance occurs once all mandatory Functional SAT tests (Annex E, Part A) and SIV tests (Annex E, Part B) have been passed and FMCI has confirmed this in writing (Section 11.4). The warranty period starts on the date of that written acceptance (Section 13.1).

Q8. Will the vehicle operate only on private test facilities, or on public roads too? Who is responsible for approvals and vehicle insurance?

The vehicle will be used primarily at FMCI's test facilities. FMCI may also operate it on public roads with a trained safety driver, subject to Irish requirements. Any supplier restriction on such use must be disclosed (Section 6.6) and will be considered under Q1C.

FMCI is responsible for the vehicle's registration, motor insurance and any approvals for testing. The supplier remains responsible for the insurances in Section 20.4 and for damage caused by its personnel or subcontractors (Sections 11.1 and 21.3).

Insurance

Q9. Will FMCI accept €10 million of cover where the RFT requires €13 million?

FMCI's main concern under Section 20.4 is that the supplier's employees are fully covered while they work on FMCI premises. The €13 million figure applies only to employer's liability. Section 20.4 already accepts equivalent statutory employer's liability or workers' compensation cover in the tenderer's home jurisdiction.

If a tenderer's employer's liability cover is below €13 million, FMCI is willing to discuss the level during contract finalisation, provided that:

- the supplier holds employer's liability cover, or the equivalent statutory cover, for its employees working on FMCI premises;
- that cover follows commonly accepted practice in the tenderer's country of operation;
- the supplier's employees are covered by it and informed of it; and
- the supplier fully indemnifies FMCI against claims by, or relating to, its employees and subcontractors.

Such tenderers should do two things:

1. In Annex F, describe their current cover: insurer, type of cover, limit of indemnity and territorial scope.
2. List the difference from Section 20.4 under Deviations and Assumptions (Section 17.2).

A tender that does this will not be excluded on this ground alone. The minimum levels for public liability, product liability and professional indemnity insurance in Section 20.4 remain unchanged.

Commercial and contractual

Q10. Is the €120,000 budget exclusive of VAT, and does it cover the full three-year engagement including maintenance and support?

Yes. The estimated contract value of up to €120,000 excludes VAT and includes all options and maintenance for Years 1 to 3 (Section 19.1). It does not include the vehicle, which FMCI will buy separately. The vehicle price (V) is used only to calculate the Evaluated Solution Cost (Section 15.4). FMCI may reject a tender whose contract price exceeds the available budget.

Q11. Is milestone-based invoicing allowed? Can the full contract value be invoiced on acceptance in Year 1, or is retention applied to Years 2 and 3?

Payment terms will be agreed with the successful tenderer during contract finalisation (Section 21.2). Tenderers may propose a milestone schedule in their commercial response, but it must not be a condition of the tender (Section 17.2). FMCI expects milestone payments to be linked to delivery (Section 21.3) and to written final acceptance.

Maintenance and support for Years 2 and 3 will be invoiced annually and cannot be invoiced in Year 1, because FMCI is not obliged to buy maintenance in any year (Section 13.2).

Q12. Are third-party proprietary software components and licences acceptable if fully disclosed? Are there source-code ownership or escrow requirements for the ROS 2 integration?

Third-party and proprietary components are acceptable if they are disclosed and licensed in line with Sections 7.3, 7.4 and 7.11. Any related charges must be included in Annex D.

No source-code ownership or escrow is required. The interface may be supplied as supported binaries or as source code (Section 7.3), and the supplier keeps its intellectual property (Section 21.6). Source and build rights are scored under Q2E. Software developed by FMCI, including its Autoware vehicle interface, remains FMCI's property.

Q13. Are further evaluation subcriteria or weightings available beyond the 80% quality / 20% price split?

Yes. Section 16.2 already sets out all award subcriteria with their maximum points (Q1A to Q5D), the 0–5 scoring scale, the minimum quality thresholds and the Cost Score formula. No further subcriteria apply.

Delivery and support

Q14. Will FMCI accept remote engineering and preparation from the tenderer's home country, followed by about three on-site visits in Year 1 for integration, commissioning, testing and training?

Yes, remote preparation is acceptable. Installation, commissioning, the Functional SAT and training must take place on site in Shannon (Sections 11.1 and 12.1). The SIV may be completed on site or remotely (Section 11.3).

The number and timing of visits are for the tenderer to propose in its delivery plan, which is assessed under Q4. Travel must be quoted as a fixed price or a capped amount (Section 15.2). Re-tests caused by the supplier are carried out at no extra cost (Section 11.4).

Q15. Is remote support from the tenderer's home country acceptable in Years 2 and 3? Are specific on-site response times required?

Remote support is acceptable. The RFT does not set response times. Tenderers should state their proposed response and resolution times, support channels, and how hardware faults needing physical work will be handled. These are assessed under Q5D. Defects during the warranty period must be fixed within the stated response times at no cost to FMCI, including parts, labour, shipping and travel (Section 21.4).