

Clarification Response No. 2 – FMCI-CfT-DBW-102026

Q1. If the tenderer acts as main contractor and a named subcontractor manufactures the DBW system, may the reference installations be the manufacturer's installations of the offered system? May a tenderer rely on a subcontractor's capacity for other selection criteria?

Yes. Section 20.5 asks for installations of the offered DBW system, or a substantially similar system from the same supplier, so installations completed by the DBW manufacturer are acceptable. A tenderer may rely on the capacity of a subcontractor or other entity to meet the selection criteria. To do so, it must name that entity in its tender, state the work the entity will perform (Section 20.5), and provide a signed letter of commitment from it. Each entity relied on must also complete the exclusion declarations in Annex F (items 1, 2, 5 and 6). The tenderer remains fully responsible for performing the contract.

Q2. Will FMCI accept tenders from groups of economic operators, such as a consortium? If so, how will the selection criteria be assessed?

Yes. Groups do not need to adopt a particular legal form to submit a tender. A group tender must:

- nominate one lead member as the single point of contact; and
- confirm that, if awarded, all members will be jointly and severally liable for the contract.

Each member must complete Annex F. Exclusion grounds apply to each member individually. The selection criteria in Sections 20.4 and 20.5 are assessed on the combined capacity of the group.

Q3. Annex D asks for maintenance Years 1–5 as the evaluation input, but Section 15.4 defines R as Years 1–3. Please confirm (a) the period used for R, (b) whether Years 4–5 count towards the €120,000 budget, and (c) the contract duration.

(a) R covers Years 1 to 3 only, as defined in Section 15.4. In the Annex D line “Product maintenance/support Years 1–5 (total from Maintenance Schedule)”, tenderers should enter the total for Years 1–3. Years 4 and 5 are not included in the Evaluated Solution Cost.

(b) Maintenance and support for Years 1 to 3 is mandatory. Years 4 and 5 are optional, and tenderers should price them as optional items in the Maintenance Schedule (Section 13.2). The estimated contract value of up to €120,000 excluding VAT includes all options (Section 19.1). Where a tender's mandatory price plus its optional Years 4 and 5 stays within €120,000, FMCI will view this positively when assessing the support lifecycle and continuity under criteria Q5B and Q5D. FMCI is not obliged to buy the optional years.

(c) The contract term runs from contract signature until the end of Year 3 of maintenance and support. At its discretion, FMCI may extend the term to cover Years 4 and 5 at the optional prices tendered, by giving written notice before the end of Year 3.

Q4. The contract notice refers to the ESPD and Directive 2014/24/EU, but the RFT says the procedure is below the EU threshold and requires Annex F. Must an ESPD be

submitted in addition to, or instead of, Annex F?

No ESPD is required. This is a below-threshold competition run under national procurement guidelines (Section 19.1). Annex F is the only exclusion and selection declaration required. The reference in the contract notice will be corrected.

Q5. Section 10 says remedies for late delivery are in Section 21.4, but 21.4 addresses defects. What remedy applies to late delivery?

The reference to Section 21.4 is an error. The sentence “Remedies for late delivery are set out in Section 21.4” should be disregarded, and no liquidated damages apply.

Delivery by the Delivery Date is a mandatory requirement (Sections 10 and 16.1), and tenderers must confirm in Annex A that they can meet it. If delivery is late, that is a breach of contract. FMCI’s remedies include termination for material breach that has not been remedied within 30 days of notice (Section 21.8), together with any other remedy available under Irish law.

Q6. On how V is determined: (a) If Irish dealer prices are advertised net of the SEAI grant, will FMCI adjust for its eligibility as a CLG? (b) Are dealers in Northern Ireland excluded? (c) For used vehicles, is age measured from the date of first registration?

(a) FMCI will use the advertised price before any deduction for the SEAI grant or similar incentive. Where a listing shows only the net price, FMCI will add back the published grant amount. This applies equally to every tender.

(b) Yes. Only dealers and authorised retailers in the Republic of Ireland are used (Sections 4.1 and 15.4).

(c) Yes. Age is measured from the date of first registration, in Ireland or elsewhere.

Q7. Please confirm (a) which annex workbook version applies, (b) where Annex F should be submitted, given it is not in the workbook, (c) whether Annex F may be signed electronically, and (d) whether addenda are planned.

(a) Tenderers may use either the Excel (.xlsx), the OpenDocument (.ods) or the Word Document (.docx) version of the tender response annexes workbook (Section 17). Both versions are acceptable, and tenderers should use only one.

(b) Annex F should be completed and signed using the declaration text in the RFT, then uploaded on eTenders as a separate PDF alongside the tender.

(c) Yes. An electronic or scanned signature by an authorised representative is acceptable.

(d) No addenda are currently planned. Corrections and clarifications to the current RFT documents have been issued through the published clarification responses, which form part of the tender documents (Section 18). If an addendum becomes necessary, FMCI will publish it on eTenders.

Q8. Would FMCI accept a solution where the safe-state behaviour depends on an operator-selected, physically interlocked operating mode, with the selected mode reported in the DBW status?

Yes, in principle. The solution must meet the minimum safe-state requirements of Section 6.4 for each operating mode. Tenderers should describe:

- how a mode is selected and interlocked;
- whether the mode can be changed while the vehicle is moving;
- how selection of the wrong mode is prevented or detected; and
- how the mode is reported.

This will be assessed under Q1B.

Q9. Will remote operation without a driver in the driver's seat be confined to FMCI's private, access-controlled test areas? What maximum distance does FMCI expect between the operator and the vehicle?

Yes. Driverless remote operation will take place only within FMCI's private, access-controlled test areas, with the operator in direct line of sight of the vehicle. FMCI expects operating distances of up to 100 metres. Tenderers should state the operating range and communication-loss behaviour of their remote controller, as required by Section 6.5.

Q10. Will FMCI accept ECU coding performed by an OEM dealer where required, and does FMCI expect the supplier to coordinate this with the dealer?

Yes, dealer-performed coding is acceptable if it is disclosed in the tender (Section 9). The supplier is responsible for specifying and coordinating the coding with the dealer. The estimated cost should be included in the tendered price, or shown as a separate line in Annex D. Any effect on the vehicle's warranty must be disclosed (Section 4.2).

Q11. May tenderers propose a milestone payment schedule in their commercial response without it being treated as a condition of the tender?

Yes. Please see the answer to the equivalent question in Clarification Response No. 1.

Q12. What will FMCI make available during installation and SIV: workshop space with a vehicle lift, vehicle charging, access to the NVIDIA DRIVE AGX Orin in its baseline configuration, network access for remote support, and FMCI staff for the SIV session?

FMCI will provide:

- indoor workshop space at its Shannon facility with a vehicle lift;
- vehicle charging;
- access to the NVIDIA DRIVE AGX Orin in the baseline configuration described in Section 5;
- internet access for remote support; and
- FMCI technical staff during the SIV session.

Dates are to be agreed in the implementation programme.

Q13. Will home-jurisdiction employer's liability or workers' compensation cover be accepted if it meets that jurisdiction's statutory requirements but its limit is not expressed in euro?

Yes. Section 20.4 permits policies in another currency, using the ECB euro reference rate on the Submission Deadline. Statutory cover with no stated monetary limit is also acceptable. Please also see the answer on employer's liability insurance in Clarification Response No. 1.