Comhairle Cathrach na Gaillimhe
Galway City Council

OPEN PROCEUDRE

REQUEST FOR TENDER

SINGLE-PARTY FRAMEWORK AGREEMENT

Scope of Framework		
The Framework relates to the provision of transport modelling, transport planning and related specialist consultancy services to Galway City Council. Services may include strategic and local traffic modelling, transport assessment, active travel analysis, junction and network analysis, movement studies, demand forecasting, scenario testing, data collection and analysis, appraisal, stakeholder engagement, and associated technical advisory services to support the planning, design and delivery of transportation and mobility projects throughout Galway City.		
Procedure		
Open Procedure – EU Level		
Key Dates		
Issue Date	**Friday, 20 November 2026**	
Closing Date for Queries	**Friday, 11 December 2026**	**12pm (Noon)**
Closing Date for Tender Submissions	**Monday, 11 January 2027**	**12pm (Noon)**
Contact for Queries	Messaging facility on www.etenders.gov.ie	
Format for submission of tenders	Via www.etenders.gov.ie only	

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

CONTENTS

1 ABOUT THE CONTRACTING AUTHORITY 5
1.1 The Contracting Authority 5
1.2 Small and Medium Enterprise Participation 5
2 SCOPE OF THE FRAMEWORK AGREEMENT 6
2.1 Type of Framework 6
2.2 Scope of Requirements under the Framework 6
2.2.1 The Scope of the Framework 6
2.2.2 The Initial Contract (if applicable) 7
2.2.3 Additional / Call-Off Contracts under the Framework 7
2.3 Anticipated Timeline 8
2.4 Numbers admitted to the Framework 8
2.5 Duration of the Framework Agreement 8
2.6 Estimated Value for the Framework Agreement 8
2.7 Awarding Contracts under the Framework Agreement 9
2.8 Right to tender outside of the Framework 9
2.9 Compliance with the Terms and Conditions of the Framework Agreement 9
2.10 Award to Runner Up 9
3 Specification of Requirements 10
3.1 Scope of Requirement for the Initial Contract or Scope of Requirements under the Framework Agreement 10
3.2 Details of Contracts arising over the life of the Framework Agreement (only if Initial Contract) 10
3.3 Contract Management 10
4 SELECTION CRITERIA 12
4.1 Use of the European Single Procurement Document 12
4.2 Relying on the Standing of Other Entities 12
4.3 General, Legal and Financial Requirements 12
4.4 Technical Capacity Requirements 13
5 AWARD CRITERIA 16
5.1 Methodology for Calculating the Cost Score 20
5.2 Methodology for Calculating Scoring of Qualitative Criteria 20

5.3 Post Tender Clarification 21
5.4 Verification 21
5.5 Clarification of Abnormally Low Tenders 22
5.6 Right to Confirm Suitability 22
6 INSTRUCTIONS FOR TENDERERS 23
6.1 Submission of Tenders 23
6.2 Closing date for Tenders 23
6.3 Queries 23
6.4 Extension of Tender Period 23
6.5 Tender Validity Period 24
6.6 Discrepancies between Documents 24
6.7 Formatting of Tenders / Amending Tender Documents 24
6.8 Collusive Tendering 24
6.9 Confidentiality 24
6.10 Clarification of Tenders 25
6.11 Correction of errors 25
6.12 Change in the composition of a Tenderer 25
6.13 Interference and Inducement to Purchase 25
6.14 Conflict of Interest 26
6.15 Publicity 26
6.16 Right Not to Award 26
6.17 Notification of Tender Evaluations 26
6.18 Award Notices 27
6.19 Policy on Personal Debriefings 27
6.20 Copyright 27
6.21 Brand Names, etc. 27
6.22 Environmental Aspects 27
6.23 Knowledge and Skills Transfer 27
6.24 Currency and Payments 27
6.25 Irish Legislation and Law 28
6.26 Anti-Competitive Conduct 28
6.27 Accessibility / Dignity at Work 28

6.28 Withholding Tax.....28
6.29 Freedom of Information 28
6.30 Late Payment 29
6.31 Data Protection 29
6.32 Changes in Legislation 29

1 ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Galway City Council herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website www.galwaycity.ie

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, personnel, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

This competition relates to the establishment of a single-party framework with one economic operator. Thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework.

2.2 Scope of Requirements under the Framework

2.2.1 The Scope of the Framework

The Framework relates to the provision of transport modelling, transport planning and related specialist consultancy services to Galway City Council. Services may include strategic and local traffic modelling, transport assessment, active travel analysis, junction and network analysis, movement studies, demand forecasting, scenario testing, data collection and analysis, appraisal, stakeholder engagement, and associated technical advisory services to support the planning, design and delivery of Policies, Plans, Strategies Frameworks and transportation and mobility projects throughout Galway City.

The intent of this framework is to serve multiple traffic modelling requirements of Galway City Council, by a single framework operator. The types of modelling that may be required as part of this framework include:

- **Forward Planning** – Traffic modelling to inform movement and traffic routing associated with Local Area Plan Development, Transport Orientated Demand related Projects, Priority Area Plans, City Development Plan processes and any other related traffic modelling requirements to fulfil the forward planning role.
- **Sustainable Transport** – Traffic modelling to inform the development of Sustainable Transport and Transport Demand measures across Galway City Council and the Metropolitan Area. Including support of the delivery of Active Travel, BusConnects and Traffic Management types projects, plans and strategies.
- **Operations** – Traffic modelling to inform the operation of the existing road network within the administrative area of Galway City Council and the Metropolitan Area. Such appointments may include Delivery Strategies, Kerbside Management Strategies and Plans, localised junction and/or routing assessments.

The intention to appoint a single operator to the framework is to facilitate and coordinate on Local Area Models and other modelling types, for adjacent and adjoining projects, plans and strategies (e.g. neighbouring local area plans, wider transport studies and the like).

All models developed will be required to be retained/made available to Galway City Council, including all relevant model assumptions, adjustment factors and validation report to support the continued forward planning function.

2.2.2 The Initial Contract (if applicable)

The Initial Contract under the Framework is the **West Area Galway City Centre Movement Study**.

The study area comprises the Westend and western approaches to Galway City Centre, including Dominick Street, Nuns Island, Cross Street, Lombard Street and adjoining streets and public spaces. The study will examine existing movement patterns and transport challenges within the study area and develop an evidence-based movement strategy that supports sustainable mobility, accessibility, public realm improvements and economic vitality.

Services required under the Initial Contract include transport data collection and analysis, traffic and transport modelling, assessment of existing and future movement patterns, option development and appraisal, stakeholder engagement, identification of preferred interventions, and preparation of an implementation framework.

The study shall be informed by and aligned with the Galway City Development Plan, Galway Transport Strategy, BusConnects Galway, the Public Realm Strategy and the THRIVE West Area Integrated Urban Strategy.

The appointed framework operator may be required to work with other appointed specialists as part of a Multi-disciplinary team, but as a direct service provider to Galway City Council.

Similarly, the appointed framework operator will be required to work closely with the Galway City Council framework operator for Traffic Counts and the like, to support the development of any requested model.

2.2.3 Additional / Call-Off Contracts under the Framework

The Framework shall operate for a period of four (4) years from the date of commencement.

During the term of the Framework, Galway City Council may award additional call-off contracts for traffic modelling and associated transport planning services. Such commissions may include strategic traffic modelling, development and maintenance of transport models, network and junction assessments, future scenario testing, active travel and public transport impact assessments, transport appraisal, data collection and analysis, demand forecasting, development plan support, and transportation studies associated with infrastructure projects and policy initiatives throughout Galway City.

Additional commissions may arise from the implementation of recommendations emerging from the West Area Galway City Centre Movement Study, the Galway Transport Strategy, BusConnects Galway, active travel programmes, regeneration initiatives, development planning processes and other transportation projects undertaken by Galway City Council.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the member of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As specified on title page
Closing date for Queries	As specified on title page
Closing date for Receipt of Tenders	As specified on title page
Clarification / verification meetings (if anticipated)	Week commencing 18 January 2027, if required
Award decision	Within approximately 4 weeks of tender submission deadline (by 08 February 2027)
Framework Agreement Commencement	As soon as practicable following completion of the standstill period and execution of the Framework Agreement (anticipated March 2027)

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

2.4 Numbers admitted to the Framework

The framework agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria and subject to that tenderer meeting the minimum criteria and rules.

2.5 Duration of the Framework Agreement

The framework agreement will be for a maximum period of 4 years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

The framework agreement shall be established for a maximum period of **four (4) years**.

The initial contract to be awarded under the Framework is the West Area Galway City Centre Movement Study with an estimated duration of approximately **12 months**. Additional contracts awarded under the Framework may vary in duration depending on the nature and scope of the assignment.

2.6 Estimated Value for the Framework Agreement

It is envisaged that maximum spend under this framework agreement will not exceed € 750,000 excluding VAT.

It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

2.7 Awarding Contracts under the Framework Agreement

Under a single-party framework agreement contracts may be awarded directly on foot of the original tenders or by consultation with the Framework Member and invitation to provide a supplementary tender within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

2.8 Right to tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the Framework Member the right to be consulted in respect of, or tender for, any contract.

2.9 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

In addition, tenderers should review the Contract Terms and Conditions which will apply to each discrete assignment under the framework, as appended at the relevant Appendix.

2.10 Award to Runner Up

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

3 Specification of Requirements

3.1 Scope of Requirement for the Initial Contract or Scope of Requirements under the Framework Agreement

The framework agreement will be established on foot of a competition for an initial contract for West Area Galway City Centre Movement study- refer to Project Brief for specific details. The initial contract will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.

Describe at a high level the requirements for the initial contract or requirements under the framework.

The Initial Contract is the **West Area Galway City Centre Movement Study**. The study area comprises the Westend and western approaches to Galway City Centre, including Dominick Street, Nuns Island, Cross Street, Lombard Street and adjoining streets and public spaces. The commission will assess existing movement patterns and transport challenges within the study area and develop an evidence-based movement strategy that supports sustainable mobility, accessibility, public realm enhancement and economic vitality.

Services required under the Initial Contract include transport data collection and analysis, traffic and transport modelling, assessment of existing and future movement patterns, stakeholder engagement, option development and appraisal, identification of preferred interventions, and preparation of an implementation and delivery framework.

The study will be aligned with the Galway City Development Plan, Galway Transport Strategy, BusConnects Galway, the Public Realm Strategy and the THRIVE West Area Integrated Urban Strategy.

3.2 Details of Contracts arising over the life of the Framework Agreement (only if Initial Contract)

In addition to the initial contract, the framework agreement will also be used for the following types of contracts.

The framework agreement may be used for the provision of traffic modelling, transport modelling and associated transport planning consultancy services.

Including strategic traffic and transport studies, transport model development and maintenance, traffic forecasting, scenario testing, junction and network assessments, active travel and public transport impact assessments, transport appraisal, data collection and analysis, development plan implementation support, infrastructure project assessments, and further studies, assessments or modelling commissions arising from the West Area Galway City Centre Movement Study, the Galway Transport Strategy, BusConnects Galway and other transportation initiatives undertaken by Galway City Council.

3.3 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the

satisfactory delivery of the services required. The duties of the contract manager will include the following:

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

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

4 SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

In accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD), either electronically via the eESPD on eTenders or as a separate uploaded attachment with the tender response, which will be accepted as evidence of compliance with Section 4.3 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the Standing of Other Entities

Small and Medium Enterprises (SMEs) are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.3 General, Legal and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

4.4 Technical Capacity Requirements

General Information
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.
Declarations
• Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 2814 of May 2016 as contained in the Tender Response Document. • Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.

Financial	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.
Turnover	(a) Confirmation that the tendering party turnover exceeded [€200,000] during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of the framework agreement / any contract.
Insurance	Confirmation of the following insurances being in place: • Employer's Liability - €13 million • Public Liability - €6.5 million • Professional Indemnity - € 1 Million

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Personnel and Skills	
Tenderers must provide information which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	**Minimum Number**
Project Director	1
Project Manager	1
Transport Planning/ Transport Modelling Lead	1
NTA approved Traffic Modeller	1
Independent QA Reviewer	1
Technical Equipment and Resources	
Tenderers must provide information which demonstrates access to the required level of technical resources as indicated below and outlined in the TRD.	
Technical Equipment & Resource Required	**Minimum Requirement**
Traffic and Transport Modelling Software Data collection and Analysis Tools	Access to appropriate industry-standard modelling software. Access to Traffic, Transport and movement data collection and analysis tools.
Previous Contracts / Experience	
Tenderers must provide information clearly demonstrating successful delivery of at least three previous comparable contracts within the last five years involving traffic modelling, transport planning, movement studies, transport appraisal and/or Strategic transportation projects of a similar scale and complexity to the requirements described in this tender previous comparable contracts / experience, involving the features as defined in the TRD	
Health & Safety Management System	
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation.	

Please complete the TRD. Evidence of compliance will be required as condition of contract award.
Quality Assurance Management System
Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.
Environmental Management System
Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house. Please complete the TRD.

5 AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings. Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini tenders under the framework agreement.

Please note that the maximum marks available is 10,000.

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks Required**
	20%	200	N/A
Title	Cost		
Description	Tenderers shall complete the Pricing Schedule contained within the Tender Response Document for the initial contract. The rates submitted shall apply to the Initial Contract and any subsequent call-off contracts awarded under the Framework Agreement. Tenderers shall provide all information requested in the Pricing Schedule. Tenders will be evaluated in accordance with the pricing methodology set out in this Request for Tender.		
Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks – 50%**
	10%	100	50
Title	Proposed Methodology to Delivery – Forward Planning Projects		
Description	Tenderers are requested to outline their proposed methodology for the development and delivery of a Local Area Model and/or Micros-simulation required to inform the forward planning function (including but not limited to the development of Local Area Plans, Transport Orientated Developments, Priority Area Plans, and the like. The response shall be developed within the context of the initial contract as detailed under the Project Brief.		

	In their response, Tenderers are required to outline their understanding of the following requirements: • Interaction of adjacent Local Area Plans and associated transport models developed as part of this framework, • How the proposal to retain such models across the Administrative and Metropolitan areas can support Galway City Council (and Galway County Council) in assessing interactions between models both now and into the future.

Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	10%	100	50
Title	Proposed Methodology to Delivery – Sustainable Transport Projects		
Description	Tenderers are requested to outline their proposed methodology for the development and delivery of a Local Area Model and/or Micros-simulation required to inform the development of Sustainable Transport and Public Realm Projects (e.g. Capital Project Delivery of Active Travel, BusConnects, Demand Management and New Public Relam Opportunities arising from the development of the wider transport strategy for Galway). The response shall be developed within the context of potential future projects. In their response, Tenderers are required to outline their understanding of the following requirements: • Refinement and/or development of a Local Area Model for the proposed project level, including identification of micro-simulation requirements. • How the potential for retained transport models may help in the development of such project specific LAM/Microsimulations, and • The Strengths, Weaknesses, Opportunities and Threats may arise as a result of the reliance on previously developed models. Including proposed measures to mitigate against such risks.		

Criterion D	Weighting	Maximum Marks	Minimum Marks – 50%
	10%	100	50
Title	Proposed Methodology to Delivery – Operations		

Description	Tenderers are requested to outline their proposed methodology for the development and delivery of a Local Area Model and/or Micros-simulation required to inform existing operations and support the delivery of transport demand measures that may arise over the lifespan of the framework. The response shall be developed within the context of potential future projects. In their response, Tenderers are required to outline their understanding of the following requirements: • Refinement and/or development of a Local Area Model for the proposed project level, including identification of micro-simulation requirements. • How the potential for retained transport models may help in the development of such project specific LAM/Microsimulations, and • The Strengths, Weaknesses, Opportunities and Threats may arise as a result of the reliance on previously developed models. Including proposed measures to mitigate against such risks.

Criterion E	Weighting	Maximum Marks	Minimum Marks – 50%
	10%	100	50

Title	Model / Simulation Validation
Description	Tenderers are requested to demonstrate their proposals for the validation, retention and maintenance of all local area models throughout the lifespan of the framework. Tenderers shall include details of proposals to transfer ownership of the models, including all supporting assumptions, calculations and relevant data, to Galway City Council to facilitate future traffic modelling frameworks.

Criterion F	Weighting	Maximum Marks	Minimum Marks – 50%
	10%	100	50

Title	Programme – Initial Contract
Description	Tenderers shall address the following: • A fully resourced programme showing all stages, milestones, workshops, draft submissions, review periods and final deliverables.

	• Critical path, dependencies, client inputs, hold points and risk allowances. • Resource allocation by person, role, days and task, reconciled to the fixed lump sum fee. • Clear identification of assumptions, exclusions and required Council inputs. Generic or standard methodology responses will receive lower scores.

Criterion G	**Weighting**	**Maximum Marks**	**Minimum Marks – 50%**
	10%	100	50

Title	Resources
Description	Tenderers shall demonstrate that they have access to appropriately qualified and experienced personnel with the capacity and capability required to deliver the services. Tenderers shall address the following: • Proposed team structure and Organogram; • Roles and responsibilities of key personnel; • Availability and capacity of the proposed project team; • Specialist expertise relevant to traffic modelling, transport planning, transportation studies and appraisal;

Criterion H	Weighting	Maximum Marks	Minimum Marks – 50%
	10%	100	50

Title	Scenario Testing
Description	A key aspect of any call off commission is the identification and assessment of scenarios (e.g. One-way traffic systems, Road Closures, New Road Links, etc.). Tenderers are requested to outline their proposed methodology to the identification of long list of options (policy and infrastructure based) and how this can be assessed in support of the shortlisting of options, development of such options, and identification and quantification and qualification of impacts arising from same.

Criterion I	Weighting	Maximum Marks	Minimum Marks – 50%
	10%	100	50
Title	Work Breakdown Structure		
Description	Tenderers are required to submit a comprehensive and fully resourced Work Breakdown Structure (WBS) expanded to task level highlighting the main deliverables of the services to be provided for the proposed project team. The WBS shall include the proposed rate per resources, time input and total cost. Rates entered shall not exceed the ceiling framework rates but may be less. (No Page Limit)		

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	**A**
Cost for the tender being evaluated	**B**
Maximum Points available for Cost	**C**
Formula employed	$\frac{A \times C}{B}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.

80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and classified as inadmissible.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and classified as inadmissible.

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

Note: where there is a tie-break, the economic operator with the highest quality score will be awarded the quotation. In a case where the overall qualitative scores are identical the economic operator with the highest score on the highest weighted qualitative criterion will be awarded the quotation.

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the quotation process.

5.3 Post Tender Clarification

At the discretion of the Contracting Authority, tenderers may be invited, in writing, to clarify certain aspects of their tender, particularly where information or documentation to be submitted appears to be incomplete or erroneous. However, all such requests will be made in full compliance with the principles of equal treatment and transparency and avoid any distortion of competition.

5.4 Verification

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

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

5.5 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

5.6 Right to Confirm Suitability

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the establishment of the framework and the award of any contract.

6 INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic postbox, please note that tenderers must click "Submit Response". After submitting tenderers can still modify and re-send their response up until the response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 Closing date for Tenders

The closing date for tender submission	as specified on the title page

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

6.3 Queries

The closing date for submitting queries	as specified on the title page

All queries regarding this tender should be submitted through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date. The Contracting Authority is not obliged to respond to questions received after this date.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

6.4 Extension of Tender Period

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

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

6.6 Discrepancies between Documents

A pdf version of the Request for Tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

6.7 Formatting of Tenders / Amending Tender Documents

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.8 Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

6.10 Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

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

6.11 Correction of errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the Form of Tender and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 Change in the composition of a Tenderer

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them. Where the original party to the tender was critical to the tenderer meeting some or all selection criteria, any replacement party must meet or exceed the same selection criteria standard.

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall

have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.16 Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 Notification of Tender Evaluations

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of the Framework/Award of Contract

- Letter of Regret
  Decision not to proceed with the establishment of the Framework

6.18 Award Notices

Following the conclusion of the framework, an award notice will be dispatched to eTenders announcing the results of the competition.

6.19 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.20 Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that 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".

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of contracts under the framework agreement.

6.24 Currency and Payments

The currency in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euro (€). All prices and rates quoted should be exclusive of VAT, with the applicable rate of VAT clearly indicated.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 Irish Legislation and Law

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.26 Anti-Competitive Conduct

Tenderers should take notice of the Competition Act 2002 (as amended, the "2002 Act"), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.27 Accessibility / Dignity at Work

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

6.28 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.29 Freedom of Information

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority

cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.30 Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.31 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

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

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

6.32 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.