

Subject Matter of Request for Tender

Car Servicing and Maintenance – Western Care 2025

Closing Date and Time for Receipt of Tenders

5pm, 23rd May 2025

Organisation Name

Western Care Association

Instructions for Completion

Tenderers should ensure they have read the Request for Tender document before they attempt to complete this Tender Response Document. If you consider that the Tender Response Document is missing any sections which would prevent you from preparing a comprehensive response, please contact the Contracting Authority as soon as possible.

Where there is a discrepancy between the contents / instructions in this document and the Request for Tender, the Request for Tender will take precedence.

Financial Information

Tax Clearance

I confirm and declare being tax compliant. The Contracting Authority can verify your tax clearance status through Revenue's online facility at <http://www.revenue.ie/en/online/tax-clearance.html>

Yes

No

Tenderer Name:

Tenderer PPSN/ Tax Reference Number

Access Number

Insurances

I confirm that I have the following insurances in place

Insurance Type	Level required if successful	Yes/No	Renewal Date	If No, confirm you will put same in place prior to contract award (Yes/No)
Employers Liability	€12,700,000			
Public Liability	€6,500,000			

Health and Safety Compliance

Must comply with all Health & Safety legislation. The Service Provider must confirm to have no convictions under Health & Safety legislation in the last 5 years.

Indicate as appropriate	Yes	No
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Mandatory Requirements (Please Indicate Yes or No)

- Confirmation that the tenderer has a minimum of one car lift available for works resulting from this RFT. **Yes/No** (delete as appropriate)
- Confirmation that the tenderer has an engine diagnostic system. **Yes/No** (delete as appropriate)
- Confirmation that the tenderer can provide evidence of a safe disposal system for batteries, tyres and waste oil. **Yes/No** (delete as appropriate)
- The Western Care **Fleet Tracking and Maintenance System** will serve as the primary tool for monitoring vehicle servicing schedules, tracking repairs, and ensuring compliance with regulatory maintenance requirements. Tender respondents must confirm their ability to interface with this system effectively, ensuring seamless communication and real-time data entry to support the ongoing management of the Western Care Association fleet. **Yes/No** (delete as appropriate)

The foregoing Mandatory Requirements may require onsite verification by Contractor personnel prior to award of any contracts resulting from this RFT.

DECLARATION OF BONA FIDES - In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

Applicants must complete, sign and date this Declaration. the Contracting Authority reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member.

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

		YES	NO
1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		Please indicate your answer by marking 'X' in the relevant box	
1.1a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1b	corruption, as defined in Article 3 of the 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 Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1e	the subject of a conviction for money laundering or terrorist financing;		
1.1f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
Non-payment of taxes or social security obligations			
1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?			
Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved.			

An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1a to 2.1i will be excluded.			
2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation. The Economic Operator:		YES	NO
		Please indicate your answer by marking ‘X’ in the relevant box	
2.1a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1g	has 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.		
2.1h	is 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; or		
	has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or		
2.1i	has undertaken to: - unduly influence the decision-making process of the contracting entity, or - obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or - negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

We confirm that we are fully compliant with the following legislation, or equivalent legislation in our country of establishment / operation:		YES	NO
(i)	Employment Equality Acts 1998-2011		
(ii)	Equal Status Acts 2000-2011		
(iii)	National Minimum Wage Act 2000 as amended		
(iv)	Organisation of Working Time Act 1997 as amended		
(v)	Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007		
(vi)	Disability Act 2005		
(vii)	General Data Protection Regulation 2016/679		
(viii)	We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.		
This Declaration is made for the benefit of the Contracting Authority I certify that the information provided in this declaration 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 will lead to my organisation being excluded from participation in this and future tenders and I am signing on behalf of:			
Name of Economic Operator			
Authorised Signatory			
Name in print or block capitals			
Rank / Position			

Technical Ability & Capacity

The tenderer should provide details of their business including as a minimum, the following:

- Number of years in business _____
- Number of employees _____
- Brief summary of experience of self/employees _____

It shall be the responsibility of the Tenderer to ensure their employees and staff have the required level of technical qualifications and experience to provide services as defined by this RFT.

References

Please provide at least 2 referees who may be contacted on a confidential basis to verify satisfactory execution of this type of service.

Referee/Reference 1:

Name: _____
Address: _____
Telephone: _____
Email: _____
Work Done Description: _____

Referee/Reference 2:

Name: _____
Address: _____
Telephone: _____
Email: _____
Work Done Description: _____

Tenderer's Statement (please sign at end)

I/We confirm that I/we:

- In relation to prices, all rates are inclusive of out of pocket (i.e. mileage, subsistence, phone, postage, etc.) and account / contract management related costs.
- Agree that you are not bound to accept the most economically advantageous or any Tender you may receive,
- Agree that the rates stated are maximum prices for the duration of the framework agreement,
- Have read and thoroughly examined the Tender Document,
- Fully understand the Tender Document and the Client's requirements,
- Undertake to treat the details of this Invitation to Tender, its Tender and any subsequent agreements as private and confidential,
- Acknowledge that acceptance by the Contracting Authority of this tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the contract is awarded / framework agreement has been established between the Contracting Authority and the Tenderer,
- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the contract,
- Have included all elements necessary for the performance of the specified requirements, which are either expressly stated in the Tender Document or contained in any supplementary information or which could reasonably be inferred therefrom,
- Have found no errors, omissions, conflicts or ambiguities in the Tender Document except those which I/We have brought to the attention of the Contracting Authority before the latest date for submitting queries,
- Have included for compliance all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force 7 days prior to the deadline for receipt of Tenders,
- Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.
- Agree that as a condition of award, it shall be our sole responsibility 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.

Signed:	
On behalf of:	
Date:	

Services Contract (please sign at end)

This Agreement (the “**Agreement**”) is entered into _____ (the “**Effective Date**”),
by and between _____,
with an address of _____ (the “**Buyer or Western Care**”)
and _____,
with an address of _____, (the “**Seller**”),
collectively “the **Parties**.”

The Contract Term: Is for 12 months from date of commencement with the option to continue for a maximum of two additional twelve-month periods.

THEREFORE, the Parties agree as follows:

1. **Sale of Services.** Seller shall make available for sale and Buyer shall purchase Services outlined in the Tender Documents (the “**Services**”).
2. **Delivery.** The Seller shall deliver the Services to the Buyer at an agreed address. They shall be deemed delivered when the Buyer accepts delivery at the agreed address. The cost of delivery will be at the Sellers cost and the method of delivery will be mutually agreed.
3. **Legal, Revenue & Insurance Indemnifications:** The Seller will comply with all relevant legal obligations in the running of their business, shall be Tax Compliant and have all the appropriate insurance cover required for the operation of their business. The Seller will be obliged to furnish proof of such cover upon Buyers request.
4. **Purchase Price & Payments.** Seller agrees to sell the Services to Buyer as per the prices listed on the appropriate mini tender response. Seller will provide an invoice to Buyer at the time of delivery. All invoices will be paid, in full, within thirty (30) days or at the end of the calendar month.
5. **Inspection of Services & Rejection.** Buyer is entitled to inspect the Services upon delivery. If the Services are unacceptable for any reason, Buyer can reject them at the time of delivery up to thirty (30) business days from the date of delivery.

In the event Buyer rejects the Services, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the particular Services.

6. **Failure to Perform.** If the Supplier fails to perform any Services or delivery any deliverable(s) in accordance with this Agreement Western Care will not be required to pay for those Services or deliverable(s) until they are provided in accordance with the Agreement. Western Care may issue a notice to the supplier requiring the Supplier to

remedy any default or re-perform the Services or deliverable(s) within the time specified by Western Care.

7. **Title.** Title to Goods will remain with the Seller until Western Care accepts delivery.
8. **Excuse for Delay or Failure to Perform.** Seller shall notify Buyer immediately upon realization that it will not be able to deliver the Services as promised. Buyer may terminate this Agreement upon such notice.
9. **Termination.** The Agreement may be terminated at any time upon five (5) day written notice. Buyer will be responsible for payment of all Services delivered and accepted up to the date of termination. Seller will be responsible for the return to Buyer all goods and items owned by the Buyer within ten (10) business days of written termination.
10. **Disclaimer of Warranties.** THE GOODS & SERVICES ARE SOLD 'AS IS'. Goods will be sold subject to a minimum of 12 months Warranty or longer depending on the manufactures warranty. Services will be sold subject to an agreed period of time 6 months.
11. **Waiver.** The failure by Western Care to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Remedies and Legal Fees.** In the event such dispute results in legal action, Western Care if successful will be entitled to its legal fees, including, but not limited to its legal fees.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in The Republic of Ireland and throughout the EU. The Parties each represent that they have the authority to enter into this Agreement.
14. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by the laws of the Republic of Ireland.
15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Signed: _____
"SELLER" - SUPPLIER

Date: _____

Signed: _____
"BUYER" – Western Care

Date: _____