

Request for Tender date 27 August 2026

For the Provision of New Vehicles

1. 9 x 9 Seater Standard Road Vehicles (Non Adapted) – ICE, Hybrid or Full Electric
2. 8 x 7 seater Standard Road Vehicle (Non Adapted) – Electric Only
3. 8 x L2H2 Wheelchair Adapted Vehicle
4. 2 x 6 Passenger plus driver to include Lowered Floor Access for Wheelchair Passenger
5. 2 x L1H2 6 Passenger plus driver to include Lowered Floor Access for Wheelchair Passenger

Tender Procedure: - Open Procedure

Tender Resource ID:- 8897193

Tender Deadline 2 October 2026 at 12:00

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Note the latest date for receipt of vehicles is 31 December 2026

Schedule A: 9 Seater Standard Road Vehicles (Non Adapted) – ICE, Hybrid or Full Electric;

Schedule B: 7 Seater Standard Road Vehicle (Non – Adapted) – Electric Only;

Schedule C: L2H2 Wheelchair Adapted Vehicle; the specific locations of the services requirements for these vehicles means only vehicles with an ICE can be accepted.

Schedule D: 6 Passenger plus Driver to include Lowered Floor access for Wheelchair Passenger;

Schedule E: L1H2 6 Passenger plus Driver to include Lowered Floor access for Wheelchair Passenger

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PART 1: INTRODUCTION

1.1 Corlann (the “Contracting Authority”) previously The Brothers of Charity Services Ireland invites tenders (“Tenders”) to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the Supply of:

1. 9 x 9 Seater Standard Road Vehicles (Non Adapted) – ICE, Hybrid or Full Electric;
2. 8 x 7 Seater Standard Road Vehicle (Non – Adapted) – Electric Only;
3. 8 x L2H2 Wheelchair Adapted Vehicle – ICE Only;
4. 2 x Lowered Floor Wheelchair Adapted Vehicle.
5. 2 x L1H2 Lowered Floor Wheelchair Adapted Vehicle.

Corlann reserves the right to increase/decrease the quantity of any vehicle requirement by plus or minus 2 units.

Please note that all vehicles must be delivered to Corlann prior to 31 December 2026.

The vehicles will be new and registered to Corlann at the location that will be specified by Corlann. Pre-registered may be acceptable to Corlann however pre-registered vehicles will be registered in Ireland less than 3 months and have less than 5,000 kms.

Tenderers should refer to the vehicle specifications included at Appendix 1.

- 1.2 The Goods comprise the delivery of new adapted vehicles and new non-adapted vehicles across 5 lots to Corlann across regions where services are delivered.
- 1.3 The Contracting Authority may decide to award part or all of the contracts to a single or multiple tenderers. The Contracting Authority may decide to divide each lot between multiple suppliers. The Contracting Authority may decide not to accept any or all vehicles tendered as unsuitable based on the needs to the particular service requirements.

PART 2: INSTRUCTIONS TO TENDERERS

2.1 Important Notices

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this competition, the Contracting Authority does not accept any liability or provide an express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to the lowest priced or any tender. This RFT does not constitute an offer or commitment to enter a Goods Contract. No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Goods Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the contracting Authority shall not give rise to any enforceable right by the tenderer.

The Contracting Authority may cancel this competition at any time prior to a formal written Goods Contract being executed by or on behalf of the Contracting Authority.

The award of a Goods Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “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”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data 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 RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below 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.gov.ie 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.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement where the EU Commission has adopted an IPI measure.

- 2.1.6 Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition the Commission Implementation Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value

of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

2.2 COMPLIANT TENDERS

2.2.1 If a tenderer fails to comply in any respect with the requirement of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderers Tender as non-compliant or, without prejudice to this right and subject to its obligations at law to take any other action it considers appropriate including but not limited to:

- Seeking written clarification from the Tenderer;
- Seeking further information from the Tenderer; or
- Waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- a. To submit all documentation which this RTF requires to be submitted with their tender;
- b. To follow the format of this RTF and respond to each element in order as set out in this RTF;
- c. To conform and comply with all instructions and requirements set out in this RTF;
- d. To submit the statement required under paragraph 2.4 below; and
- e. Not to alter or edit this RTF in any way.

2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2, or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 GOODS CONTRACT

2.3.1 Tenderers should note the terms and conditions of the Goods Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Goods Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Goods Contract.

2.4 ACCEPTANCE OF RTF REQUIREMENTS

Each tenderer is required to accept the provisions of this RTF. **ALL TENDERERS MUST RETURN**, with their tender, a scanned signed copy of the Tenderers Statement, as set out in Appendix 3, printed on the Tenderers letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium members (the "Subcontractor"). The Tenderer must clearly set out the name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact personnel of the Prime Contractor authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Subcontractor) will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Goods Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Goods Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member.

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the electronic tenderbox available on www.etenders.gov.ie. Only tenders submitted by the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by mail, fax, post, hand delivered etc.) will NOT be accepted.

Tenders MUST complete **the tender response document** and submit by way of attachment when submitting their tender. Failure to return the Tender Response document will result in the tender be considered invalid.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined by paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender deadline, the Tender in its entirety will need require re-submission. Tenderers should be aware that the “Submit” button will automatically be disabled at the Tender deadline.

- 2.6.2 Tenders must be received not later than 12:00 on 2 October 2026 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Tenderers may submit more than one Tender where the tenderer wishes to offer an alternative vehicle offering. Where more than one tender is offered for the same vehicle the latest vehicle tender offering will be deemed the qualifying tender. Tenders will also be accepted as part of a consortium/group of undertakings under this request for Tender.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Microsoft Word, Microsoft Excel, PDF readers etc. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie prior to 14:00pm, Friday September 25, 2026. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

- a. are furnished for the sole purpose of replying to this RTF only;
- b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- c. shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- d. must be returned immediately to the Contracting Authority upon cancellation or completion of this public procurement competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must include the full price for each vehicle to include delivery; The figures extract from the Pricing Document must be included in the Pricing Schedule at Pricing Schedule at Appendix 2 to this RTF.
- 2.10.2 All prices quoted must be all-inclusive be expressed in Euro only and where indicated must be inclusive of base metal price, conversions price, VAT and VRT. The tenderer must provide the individual base metal, conversation price (where applicable), the VRT applicable and the VAT amount separately. This total price is the total price as calculated on the tender response document.
- 2.10.3 By replying to the RFT, Tenderers confirm that all prices quoted in the Tender will remain valid for 6 months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Goods Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Goods provided pursuant to this RFT shall be subject to and made in accordance with the Supply of Goods Contract at Appendix 5 to this RFT.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Goods Contract awarded, the successful Tenderer and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or buy international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of the Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulation 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides for an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Goods will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Goods.

2.12 PUBLICITY

No publicity regarding this Competition or any Supply of Goods Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTERABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The term “Registerable Interest” and “Relative” shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebooks.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Goods Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers’ attention is drawn to the Competition Act 2002 (as amended, the “2002 Act”). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RTF

Where reference is made to a particular item, source, process, trademark, or type in this RTF then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If

Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will where possible, consult with Tenderers about confidential or commercial sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Goods Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Goods Contract arising out of this Competition the successful Tenderer shall be required to supply its Taxation Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority

may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenderers have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Goods Contract entered into by a Tenderer.

2.19 WITHDRAWAL FOR THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

Not Used in this Tender

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Goods Contract the following insurances:

Type of Insurance	Indemnity Limit
Employers Liability	€12,700,000
Public Liability	€6,500,000
Product Liability	€6,500,000

2.21.2 By signing the Tenderers Statement at Appendix 3, Tenderers confirm that, if awarded a Goods Contract under this Competition,

- (i) they will, from the Effective Date of the Goods Contract (as defined in the Goods Contract), obtain and hold types and levels of insurance as specified in paragraph 2.21.1;
- (ii) the territorial limits and jurisdiction of its insurance policies will include Ireland and

- (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Goods Contract.

2.21.3 The successful Tenderer will during the term of the Goods Contract, be required to:

- (i) immediately advise the Contracting Authority of any material change to its insured status;
- (ii) produce proof of current premiums paid on request;
- (iii) produce valid certificates of insurance upon request.

PART 3: SELECTION AND AWARD CRITERIA

3.1 SELECTION CRITERIA

- 3.1 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.1. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

3.2. A Economic and Financial Standing

Evaluation Pass/Fail

1. Tenderers are required to have a current Tax Clearance Certificate (TCAN) and will be required to provide evidence to this effect on any contract award.
2. Tenderers will be compliant with all social security and revenue obligations for the duration of any Service Contract awarded.
3. Tenderers will be required to provide evidence of insurance in accordance with paragraph 2.21.1.

Tenderers must provide the supporting documentation specified above, without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.3 AWARD CRITERIA

3.3.1 Tenderers attention is directed to the requirements of paragraph 2.6.1 of this RTF.

The Goods Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following Technical and Cost criteria:

- a. Delivery Date of the Vehicle
- b. Warranty applicable to Vehicle (Tenderers are expected to supply a replacement vehicle where a supplied vehicle will be off road for 5 working days or due to non-availability of parts while the vehicle is under warranty.)
- c. Make, Model, Variant and Specification of Vehicle
- d. Environmental impact of vehicle
- e. Price

Technical Criteria

Tenderers are directed to Appendix 1 of this RTF where the Specifications for required vehicles are located.

Corlann will weigh the technical responses provided based on the marks and weightings table below:

<u>Technical Criteria</u>	<u>Weight %</u>	<u>Weight Marks</u>
Delivery Date of Vehicle	10%	100
Warranty	05%	50
Make Model Variant Spec	10%	100
Environmental Impact	15%	150

Note: Receipt Date & Conversion Lead Time.

Vehicle delivery date are scored criteria within this tender. The conversation is deemed complete when the vehicle is registered to the Corlann and deliverable to the location specified.

Where a tenderer is proposing to supply more than one vehicle under this tender and these vehicles will have a different final delivery date, the tenderer should submit a second (or multiple) tender(s) with the later completion date. These tenders will be evaluated and scored separately.

Where the contracting authority awards any contract based on this date and lead-time and the tenderer subsequently fails to meet the committed date or conversion lead time, the contracting authority reserves the right to cancel any contract awarded.

Cost Award Criteria

Tenderers MUST return the Tender Response File. Tenderers are requested to provide a single unit for each vehicle. The unit price should include all associated costs including base cost, adaption cost (where applicable), VRT and VAT. This is the figure placed on the financial section on eTenders.

This figure is the calculated contract price and will be used to calculate the Cost Score.

Methodology for awarding marks for each lot for Total Cost of Goods

The Tenderer whose Total Cost of Goods is the lowest, shall be awarded the maximum marks available (i.e. 600 marks) under this Award Criterion. Other Tenderers shall be marked relative to the Tenderer offering the lowest Total Cost of Goods using the following formula:

$$\frac{\text{Maximum marks available (600 marks)} \times \text{Lowest Tendered Total Cost of Goods}}{\text{Total Cost of Goods of Tender under evaluation}}$$

Overall Scores:

Tenderer's scores for Technical and Cost will be added together to arrive at a total score out of the maximum score (1,000) available. The Total overall score will be represented as a percentage score on eTenders. Tenderers will be ranked from highest to lowest, based on their total overall scores. The highest-ranked Tenderer shall be deemed the Most Economically Advantageous Tender and will be the Preferred Tenderer (the "Preferred Tenderer").

Tie Break: If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall 'Technical' score shall be deemed the Most Economically Advantageous Tender.

In the event of a tie and there being no difference in the 'Technical' scores, then the Tender with the highest score for the criterion 'Delivery Date' shall be deemed the Most Economically Advantageous Tender.

Tenderers are advised that the Contracting Authority is subject to the Freedom of Information (FOI) Acts, 2014. If a Tenderer considers that any of the information supplied in their Tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Goods Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

(a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 4; (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; (iii) all or any of the supporting documents specified at paragraph 3.2; and

(b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 (b) and (c) above .

3.4 STANDSTILL PERIOD

- 3.4.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.4.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.5 RETURN OF SIGNED CONTRACTS

- 3.5.1 The successful Tenderer must sign and return the Goods Contract and the confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority . A signed Goods Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Goods Contract in accordance with paragraph 2.1.2 above.
- 3.5.2 Where the signed Goods Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.5.1 then the Contracting Authority may proceed to award the Goods Contract to the next highest - ranked Tenderer in accordance with paragraph 3.5.1 above.

APPENDIX 1

VEHICLE SPECIFICATIONS

Schedule A: Nine (9) Seater Standard Non-Adapted Vehicle

Supply Required:-Nine (9) Vehicles

The vehicle will be:

- Electric, Hybrid or Internal Combustion Engine (ICE);
- Electric vehicles will have a minimum battery capacity of 75 kWh and a minimum range of 350 kilometres WLTP;
- The vehicle should be new with first registration to Corlann. Pre-registered vehicles may be acceptable however details of registration number and kilometres (no greater than 5,000kms) should be provided in the tender response. A photograph of the vehicle must also be provided;
- Tenderers may attach files to support their response;
- Tenderers should provide specific details of the model variant with their response.

Schedule B: Seven - Seater Standard Non- Adapted Vehicle Electric

Supply Required: - Eight (8) Vehicles

The vehicle will:

- have a minimum battery capacity of 70 kWh and a minimum range of 350 kilometres WLTP;
- The vehicle should be new with first registration to Corlann. Pre-registered vehicles may be acceptable however details of registration number and kilometres (no greater than 5,000kms) should be provided in the tender response. A photograph of the vehicle must also be provided;
- Tenderers may attach files to support their response;
- Tenderers should provide specific details of the model variant with their response.

Schedule C: L2H2

Supply Required :- Eight (8) Vehicles

The Specific Locations for these vehicles indicates that only ICE vehicles can be accepted for this Lot

Supply and Conversion M1 wheelchair accessible minibuses

GENERAL

Supply and conversion of Bus, to accommodate disabled passengers complete as per following specification and in compliance with all current legislation.

1. Seating Details

- Total Max Seating capacity for 8 passengers + Driver;
- 6 rear passenger seats on Standard Quick release fittings;
- Double front-cab seating;
- All seat fittings to be compatible with supplied floor tracking;
- All seats to be high quality 425mm wide units (Manufacturer to be agreed at order);
- Seating layout to be finalised at order;
- Fitted 3 point lap, diagonal, all age restraints and head rests/ high back seats;
- Seats to M1 specification;
- Seats covered in hardwearing washable fabric with vinyl bases.

2. Floor

- Internal Floor length min 3000mm max 3200 mm;
- Certified M1/ crash tested flooring suitable to accommodate QR seats and wheelchair anchoring including 9 lines of tracking;
- Middle row seating arranged to allow access to 3rd row;
- Floor layout of full-length tracking will allow for the carriage of **2 x wheelchair users** with 6 passengers when necessary;
- Possibility to alter seating as necessary;
- Non-slip waterproof type floor covering.

3. Entrance Step

- Automatic side entry step 900mm. Make to be specified and agreed on order;
- Hand railings fitted both sides of entrance

4. Interior

- Roof height 1900mm minimum;
- Sidewall and interior roof lined;
- Third point tracking to be fitted both sides at contrail level;
- Polycarbonate driver protection screen – to be agreed on order;
- Restraints storage tracking on both sidewalls close to rear doors.

5. Lights

- Rear lighting is to be installed in the rear cabin of vehicle with switches and controls from driver's compartment;
- Marker lights on external of vehicle;
- Loading light to the rear;
- Step light to the side.

6. Windows

- Bonded toughened glass fitted all round;
- Windows to have Medium tint;
- Roof Vent and rear side window openings.

7. Radio & Speakers

- Radio and speakers to be supplied with linked rear cabin speakers;

8. Insulation

- The body insulated throughout between inner and outer panels for thermal and acoustic purposes.

9. Storage Rails

- Storage rails for securing loose wheelchair equipment fitted to each side at rear of bus.

10. Reversing System

- Reversing camera and dash mounted monitor fitted;
- Reversing alarm.

11. Bluetooth

- Blue tooth hands free kit for mobile phone.

12. Wheelchair Access/ Passenger Lift

- Internal Lift (Model must be specified);
- Lift platform size to be 1400mm X 800mm with a weight capacity of at least 350kg;
- Lift comes complete with back up manual hand pump and handrails wander lead control and control handset holder.

Additional Items to be included:-

- Clamping and Restraints – make to be specified;
- First Aid kit;
- Fire Extinguisher fitted securely to driver's cab area. = 2L foam;
- Warning Triangle;
- Sign at rear door area "Caution Passengers Alighting";
- Underseal;
- Collection and delivery of vehicle.

Certification Required:

- Vehicle to have IVA certification;
- Seating;
- Crash tested flooring;
- Wheelchair lift;
- Heater (on option).

Options: - Please provide separate pricing.

- Option of Arm Rests;
- Option to provide rear cabin air conditioning;
- Option of Tip & Fold seats on rear wheel arches;
- Option for rear cabin heating;
- Option to open rear windows.

Schedule D: 6 Passenger plus Driver to include Lowered Floor Access for Wheelchair Passenger

Supply Required :- Two (2) Vehicle

GENERAL

Supply vehicle adapted to accommodate a single wheelchair adapted complete to following specification and in compliance with all current legislation.

1. Seating Details

- Total maximum seating capacity for 6 passengers plus driver (7 in total)
- Single Front Passenger seat.
- 3 rear passenger behind driver seat; 2 tip and fold seats at rear;
- Fitted 3 point lap and diagonal all age restraints and head rests / high back seats;
- Seats covered in hardwearing washable fabric with vinyl bases.

2. Floor

- Vehicle should be LWB;
- Internal passenger lowered floor length 1430mm;
- Minimum lowered floor width 845mm, length 1430mm;
- Floor layout will allow for the carriage of single wheelchair user when necessary (note height 1450 requirement);
- Minimum height on wheelchair access (ramp to sill) **not less than 1430mm;**
- Non-slip waterproof floor cover;
- Upgraded suspension to avoid impact on speed ramps when laden.

3. Speakers

- Rear body speakers supplied and fitted in rear saloon connected to radio/cd/mp3 player.

4. Reversing System

- Parking sensors to be fitted to front and rear of vehicle;

5. Connectivity

- Bluetooth hands free kit for mobile phone.

6. Wheelchair Ramp and Winch

- Internal motorised winch complete with belts and remote control;
- Suitable folding ramp to allow wheelchair access from the rear (Spec to be agreed with prior to order).

7. Additional Items

- Restrains and clamping system;
- First Aid kit;
- Fire Extinguisher (2 litre foam) secured in drivers' cab area;
- Warning Triangle;
- Collection and delivery of vehicle.

8. Certification Required

- Wheelchair Winch and Ramp and all associate IVA certification.

Schedule E: L1H2 4 Passenger plus Driver to include Lowered Floor access for Wheelchair Passenger

Supply Required :- Two (2) Vehicle

GENERAL

Supply vehicle adapted to accommodate a single wheelchair adapted complete to following specification and in compliance with all current legislation.

1. Seating Details

- Total maximum seating capacity for 6 passengers plus driver (7 in total)
- Single Front Passenger seat.
- 3 rear passenger behind driver seat; 2 tip and fold seats at rear;
- Fitted 3 point lap and diagonal all age restraints and head rests / high back seats;
- Seats covered in hardwearing washable fabric with vinyl bases.

2. Floor & Body

- Vehicle should be SWB or LWB;
- Internal passenger lowered floor length 1430mm;
- Minimum height of passenger cabin should be not less than 2,450mm;
- Minimum lowered floor width 845mm, length 1430mm;
- Floor layout will allow for the carriage of single wheelchair user when necessary (note height 1450 requirement);
- Minimum height on wheelchair access (ramp to sill) **not less than 1430mm;**
- Non-slip waterproof floor cover;
- Upgraded suspension to avoid impact on speed ramps when laden.

3. Speakers

- Rear body speakers supplied and fitted in rear saloon connected to radio/cd/mp3 player.

4. Reversing System

- Parking sensors to be fitted to front and rear of vehicle;

5. Connectivity

- Bluetooth hands free kit for mobile phone.

6. Wheelchair Ramp and Winch

- Internal motorised winch complete with belts and remote control;
- Suitable folding ramp to allow wheelchair access from the rear (Spec to be agreed with prior to order).

7. Additional Items

- Restrains and clamping system;
- First Aid kit;
- Fire Extinguisher (2 litre foam) secured in drivers' cab area;
- Warning Triangle;
- Collection and delivery of vehicle.

8. Certification Required

- Wheelchair Winch and Ramp and all associate IVA certification.

APPENDIX 2 PRICING SCHEDULE

Tenderers attention is brought to paragraph 3.3.1 and in particular the paragraph headed cost criteria.

TENDERERS MUST COMPLETE AND SUBMIT THE PRICING FILE

Vehicle 9 Seater Standard Road Vehicle

Please enter the Base Metal Cost of the Vehicle	€ _____
Please enter the Conversion Cost of the Vehicle	€ _____
Please enter the VRT Associated with the Vehicle	€ _____
Please enter the VAT Associated with the Vehicle	€ _____
Total Cost of Vehicle	€ _____

Vehicle 7 Seater Standard Road Vehicle

Please enter the Base Metal Cost of the Vehicle	€ _____
Please enter the VRT Associated with the Vehicle	€ _____
Please enter the VAT Associated with the Vehicle	€ _____
Total Cost of Vehicle	€ _____

Vehicle L2H2 Wheelchair Adapted Vehicle

Please enter the Base Metal Cost of the Vehicle	€ _____
Please enter the VRT Associated with the Vehicle	€ _____
Please enter the VAT Associated with the Vehicle	€ _____
Total Cost of Vehicle	€ _____

Vehicle 6 Passenger plus Driver with Lowered Floor Access for Wheelchair Passenger

Please enter the Base Metal Cost of the Vehicle	€ _____
Please enter the VRT Associated with the Vehicle	€ _____
Please enter the VAT Associated with the Vehicle	€ _____
Total Cost of Vehicle	€ _____

Vehicle L1H2 Wheelchair Adapted Vehicle

Please enter the Base Metal Cost of the Vehicle € _____

Please enter the VRT Associated with the Vehicle € _____

Please enter the VAT Associated with the Vehicle € _____

Total Cost of Vehicle € _____

APPENDIX 3 TENDERERS STATEMENT

To: Corlann

RE: For the Provision of Fleet Telematics and Fleet Management System

Having examined the Request for Tenders (“RFT”), including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Goods Contract, we hereby declare the following:

1. We understand the nature and extent of the Goods required to be delivered as described in the Requirements and Specifications at Appendix 1 to the RFT
2. We accept all Terms and Conditions of the RFT, the Goods Contract, and the Confidentiality Agreement. If awarded a Goods Contract, we agree to execute the Goods Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.
3. We accept all Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Goods in accordance with the RFT and our Tender submission.
5. We agree that, if awarded any Goods Contract, we shall comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements set out in Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period commencing from the Tender Deadline, as specified in paragraph 2.10.3 of the RFT.
8. We confirm that, if awarded a Goods Contract, we will have in place on the Effective Date all insurances required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to its processing by us, the Contracting Authority, the Evaluation Team, and the supplier of the etenders.gov.ie platform—or that we otherwise have a lawful basis to provide such Personal Data. We will provide evidence of consent or lawful basis upon request.

10. We confirm that we do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended).
11. We confirm that the origin of any goods connected to our Tender is not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended).
12. Where we rely on the capacity of subcontractor(s) whose portion of the Contract exceeds 10% of the total value, we confirm that such subcontractor(s) do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 (as amended).

SIGNED:

Authorised Signatory

Print name:

Company:

Address:

Date:

APPENDIX 4

Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Provision of [Insert type of Goods required]

NAME: _____ [Insert Name]

ADDRESS: _____
_____ [Click here and insert address]

1. I, [_____insert name of declarant] , of [_____insert name of entity] do solemnly and sincerely declare that: I am a [_____insert role of Declarant] of _____insert name of entity] and am authorized by [_____insert name of entity] to make this declaration which relates to a tender (“the Tender”) submitted by [_____insert name of entity] in response to an RFT dated _____ titled Provision of Telematics and Fleet Management System published by Corlann (“the Contracting Authority”).
2. Neither [_____insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [_____insert name of entity] nor any person who has powers of representation, decision or control in [_____insert name of entity] has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for 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 the national

law of the Contracting Authority or the law of the state in
[_____insert name of entity] is established.

c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [_____insert name of entity]:

a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

b. has carried out the preparation of the Tender independently.

4 [_____insert name of entity]:

a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the Goods provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

b. is not bankrupt or the subject of insolvency or winding -up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with

creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.

c. is not guilty of grave professional misconduct.

d. has not entered into agreements with other economic operators aimed at distorting competition.

e. is not aware of any conflict of interest due to its participation in the Competition;

f. has not had any prior involvement in the preparation of the Competition;

g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

h. is not 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 for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

i. has not undertaken to unduly influence the decision -making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [_____insert name of entity]:

does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
7. Any subcontractor, supplier or other entity on whose capacity
[_____ insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

APPENDIX 5 SUPPLY OF GOODS CONTRACT

Goods & Service Agreement

This Sales Agreement (the “**Agreement**”) is entered into _____ (the “**Effective Date**”), by and between Corlann, with an address of Kilcornan House, Clarinbridge, Co Galway, H51 K2E9 (the “**Buyer or CORLANN**”) and _____, with an address of _____, (the “**Seller**”), collectively “the **Parties**.”

THEREFORE, the Parties agree as follows:

1. Sale of Goods.

Seller shall make available for sale and Buyer shall purchase the outlined in Appendix 1/2 (the “**Goods**”) of the Request for Tender. The seller’s response to this RTF forms part of this agreement.

2. Delivery.

The Seller shall deliver the Goods 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. The Seller will be compliant with all aspects of the Data Protection Act 2018 and the EU General Data Protection Regulations (GDPR).

4. Purchase Price & Payments.

Seller agrees to sell the Goods to Buyer as per the prices submitted as part of their response to this RTF. 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 Goods & Rejection.

Buyer is entitled to inspect the Goods upon delivery. If the Goods 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 Goods, Buyer shall allow Seller a reasonable time to cure the deficiency.

A reasonable time period shall be determined by industry standards for the particular Goods.

6. Failure to Perform:

If the Supplier fails to perform any delivery in accordance with this Agreement, Corlann will not be required to pay for those or deliverable(s) until they are provided in accordance with the Agreement.

7. Title.

Title to Goods will remain with the Seller until CORLANN accepts delivery.

8. Excuse for Delay or Failure to Perform.

Seller shall notify Buyer immediately upon realisation that it will not be able to deliver the Goods. Buyer may terminate this Agreement upon such notice.

9. General Data Protection Regulations.

Both Parties **will** be compliant with all aspects of the Data Protection Act 2018 and the EU General Data Protection Regulations (GDPR). CORLANN is considered the controller under this contract and the “**Seller**” the processor in compliance with GDPR.

10. Termination.

The Agreement may be terminated at any time upon five (5) day written notice. Buyer will be responsible for payment of all Goods 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.

11. Disclaimer of Warranties.

Goods will be sold subject to a warranty as specified within the response to this RTF.

12. Waiver.

The failure by Corlann 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.

13. Remedies and Legal Fees.

In the event such dispute results in legal action, Corlann if successful will be entitled to its legal fees, including, but not limited to its legal fees.

14. 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.

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:

“SELLER”

Signed for and on behalf of Seller: _____

Witnessed By: _____

Date: _____

“BUYER”

Signed for and on behalf of Buyer: _____

Witnessed By: _____

Date: _____