



RehabGroup
Investing in People, Changing Perspectives

REHAB GROUP

Invitation to Tender

Scope of Framework	Lease of 9 Seater Wheelchair accessible Minibus
Type of Framework Agreement	Single Party
Procedure	Open
Issue Date	27 August 2026
Closing Date for Queries	17 September 2026
Contact for Queries	janet.grogan@rehab.ie
Closing Date / Time for receipt of Tenders	24 September 2026
Mechanism for Submission of Tenders	via www.etenders.gov.ie ONLY

Please note that information relating to this Invitation to 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 cannot accept responsibility for information relayed (or not relayed) via third parties.

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DISCLAIMER

All information contained in this Invitation to Tender document is provided for the purpose of facilitating the production and submission of tenders.

Tenderers are recommended to read the Invitation to Tender document thoroughly. While all reasonable steps have been taken to ensure that the information set out in this document is factually correct, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in this document or otherwise provided by or on behalf of Rehab Group (hereinafter “the Contracting Authority”), in writing or otherwise, to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on this document, or for the information contained in this document, or for any omission is or will be accepted by the Contracting Authority (CA) or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority shall NOT be bound to accept the lowest or any tender proposal, and reserves the power to accept any part of any tender proposal, unless the bidder expressly stipulates to the contrary at the time of tendering. This RFT does not constitute an offer or commitment to enter into an agreement.

Without prejudice to the principle of equal treatment, the Contracting Authority is not obliged to engage in a clarification process in respect of tender submissions with missing or incomplete information. Therefore, tenderers are advised to ensure that they return comprehensive tender submissions in order to avoid the risk of elimination from the competition.

1. ABOUT THE CONTRACTING AUTHORITY

Rehab is a charity that champions the value of diversity and inclusion for people with a disability or disadvantage in their communities. Our mission is to help the people we serve to be more independent and to contribute to, and be more included in their communities; empowering them with the skills and confidence to be active in the workforce, and supporting them to be in charge of their health and wellness.

Every year, more than 17,000 people, and their families, benefit from the supports provided by The Rehab Group in over 250 locations. Over 3,100 Rehab staff provide health and social care, training and education, and rehabilitation, employment and commercial services in Ireland and the UK. These services empower people to be their best selves, by supporting them in fulfilling personal goals, in accessing new opportunities and in playing a more active role in their communities. The Rehab Group enables people to make the most of their skills and talents, to take up employment or further education and to live more independent lives.

In Ireland, Rehab's services are currently provided by National Learning Network, RehabCare and Rehab Enterprises. We provide education, training and employability skills services through our 50 purpose-built training, education and employment facilities in National Learning Network (NLN). People who come to NLN require additional supports to achieve their training goals, and NLN offers a range of assessment and learning specialist supports to help people to achieve their qualifications and get a job or move on to further training and education. We work in partnership with local Education and Training Boards, Solas, the Department of Social Protection and the Probation and Welfare service, as well as a range of community and voluntary sector partners. We also work in partnership with a network of employers, to provide a range of employer-based programmes. Our programmes are QQI accredited and certain industry qualifications. We also provide a range of assessment and learning supports to students in further education colleges.

Our community-based health and social care services are provided by RehabCare, in partnership with the HSE. We offer a range of responsive person-centred health and social care services to people with disabilities, their families and other marginalised groups within Ireland. Services include community-based resource centres, residential and supported accommodation, home care services, outreach and centre-based respite, delivered at locations throughout Ireland. The people we support have a range of diverse needs, from individual one-to-one supports in 24/7 residential and day services to outreach supports to people in their own homes, to enable them to live independently in their communities. We offer specialist services to people with mental health difficulties, autism, intellectual disability and physical and sensory disability, as well as to people with acquired brain injury.

Rehab Enterprises is Ireland's largest single non-governmental employer of people with disabilities. From various locations around Ireland, Rehab Enterprises manages the delivery of recycling, logistics, packaging and retail services. At its core, Rehab Enterprises provides employment opportunities for 400 people, almost half of whom have a disability. We work with major companies and small to medium enterprises, doing kit assembly, packaging, logistics, supplying PPE and offering a full recycling service.

Log on to www.Rehab.ie for more information.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

Through this competitive process, the Contracting Authority proposes to establish a framework agreement, which will define the overall terms and conditions for contracts which may be awarded under the framework during the specified duration of the framework.

Type of framework:	Single Party Framework Agreement
For	The provision of 1 x 9 Seater Leased Wheelchair Accessible Minibus (Lease beginning April 2027)
Award of contracts:	In the context of a single-party framework agreement, the successful Framework Member does not have to compete for each new contract. It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator.

2.2 Anticipated Timeline for the Procurement

The following indicative timeline is envisaged for this procurement:

Issue ITT	27 August 2026
Closing date for Queries	17 September 2026
Closing date for Receipt of Tenders	24 September 2026
Clarification meetings (if anticipated)	TBD
Award decision	22 October 2026

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

2.3 Numbers Admitted to the Framework Agreement

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. Thereafter they will be considered for the award of all contracts within the scope of the framework agreement.

2.4 Duration of the Framework Agreement

The framework agreement will be for four [4] years (beginning April 2027) subject to satisfactory performance, business needs and budgetary constraints.

For the avoidance of doubt, 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.

2.5 Estimated Value of the Framework Agreement

The estimated total value of purchases pursuant to the framework agreement is in the region of **€90,000 to €120,000** (ex. VAT) over the lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

2.6 Awarding Contracts under the Framework Agreement

In the case of 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.

2.7 Management of Performance

Supplier performance will be continually monitored over the term of the framework agreement. The format will be agreed between the Contracting Authority and the Framework Member.

2.7.1 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 supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the CA;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Provide details of contract management reports including content, frequency, etc.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

Tenderers should provide details of the contract manager appointed, including any deputy; the proposals for effective contract management addressing the responsibilities outlined above in addition to proposals for management of complaints including escalation procedures and protocols.

NOTE: Tenderers will note that contract management activities will be non-billable. The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member as required.

2.8 Award to Runner Up

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

2.9 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 member the right to be consulted in respect of, or tender for, any contract.

Admission to the framework will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions (Appendix 6).

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation about these terms should be submitted as a query in accordance with the procedure described in Appendix 1 Section (b) of this document.

3. SPECIFICATION OF REQUIREMENTS

3.1 Scope of the Framework Agreement

To appoint a supplier for the leasing of a 9 Seater, Medium Roof Medium Wheelbase L2H2 Wheelchair Accessible Vehicle (Renault Master / Ford Transit / Nissan NV 400 / Fiat Ducato / VW Crafter or similar type of 8 plus 1-seater vehicle) **See vehicle specification Table 3.2**

3.1.1 Information about the Framework

The framework agreement will be established on foot of this tender competition for the initial supply of 9 Seater wheelchair accessible Minibus

- (a) In the case of an initial contract, this will be awarded to the successful tenderer shortly after the formal establishment of the framework agreement.
- (b) The framework agreement will also be used for the following types of contracts, as and when they arise:
 - i. The lease of similar vehicles throughout the life of the agreement.
 - ii. Unforeseen requirements which fall clearly within the defined scope of the framework

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 Invitation to Tender.

This request for tender is for both the establishment of a single-party framework agreement and the award of an initial contract as outlined in 3.2 below.

3.2 Detailed Specification of Requirements – Initial Contract

The initial contract will be for the supply of a 9-seater new leased wheelchair accessible vehicle that meets the following specifications:

Term	48 months x 50,000km per annum
Right hand drive vehicle	Yes
Driving Licence Category	B Licence
Seats	Minimum 9 to accommodate 8 adults
Wheelchair lift	Yes - minimum weight 350 kg
Wheelchair spaces in rear	3 wheelchair spaces (quick release seats removed to accommodate W/chairs)
Vehicle Height	minimum 2,600 mm
Vehicle Length	minimum 5800mm no longer than 6200 mm
Seat size	Minimum seat width 425 mm

Leg Room	Minimum 250mm
Standing Height	Minimum internal height 1,700 mm
Seating Position	Forward facing
Seat Material	Vinyl / wipe clean
Doors	4 in total (2 front, 1x rear 1x side)
Side door entry	Yes
Interior safety grab handles	Yes
Side door entry Step	Yes
Engine Size & Type	Diesel / Hybrid, minimum 2 litre engine
Gearbox / Type	Manual / Automatic
BHP	Minimum 90 PS
Gearbox / Type	6 speed / Manual
Air Conditioning /heating	Yes, and rear diesel / petrol powered space heater with sufficient capacity to heat passenger area.
Windows/Glass	Tinted windows for row 2 and 3 and back window Yes
Drivers / Passenger front Airbag	Yes
ABS & EBD & VDC	Yes
Immobiliser	Yes
Remote Central Locking	Yes
Metallic paint	Yes
Standard safety equipment, / decals, 1st aid kit, triangle, Fire extinguisher etc.	Yes
Internal rear cabin lights and speakers	Yes
Storage space for Wheelchair clamps	Yes
Reverse camera and rear parking sensors	Yes
Delivery will be to: Rehab Group, RehabCare, Bayview House, Duncarberry, Co. Leitrim. F91HP6C (April 2027)	

The Lease agreement will be for **48 months from April 2027** with an average annual mileage of **50,000 kms** to include the following requirements at a minimum:

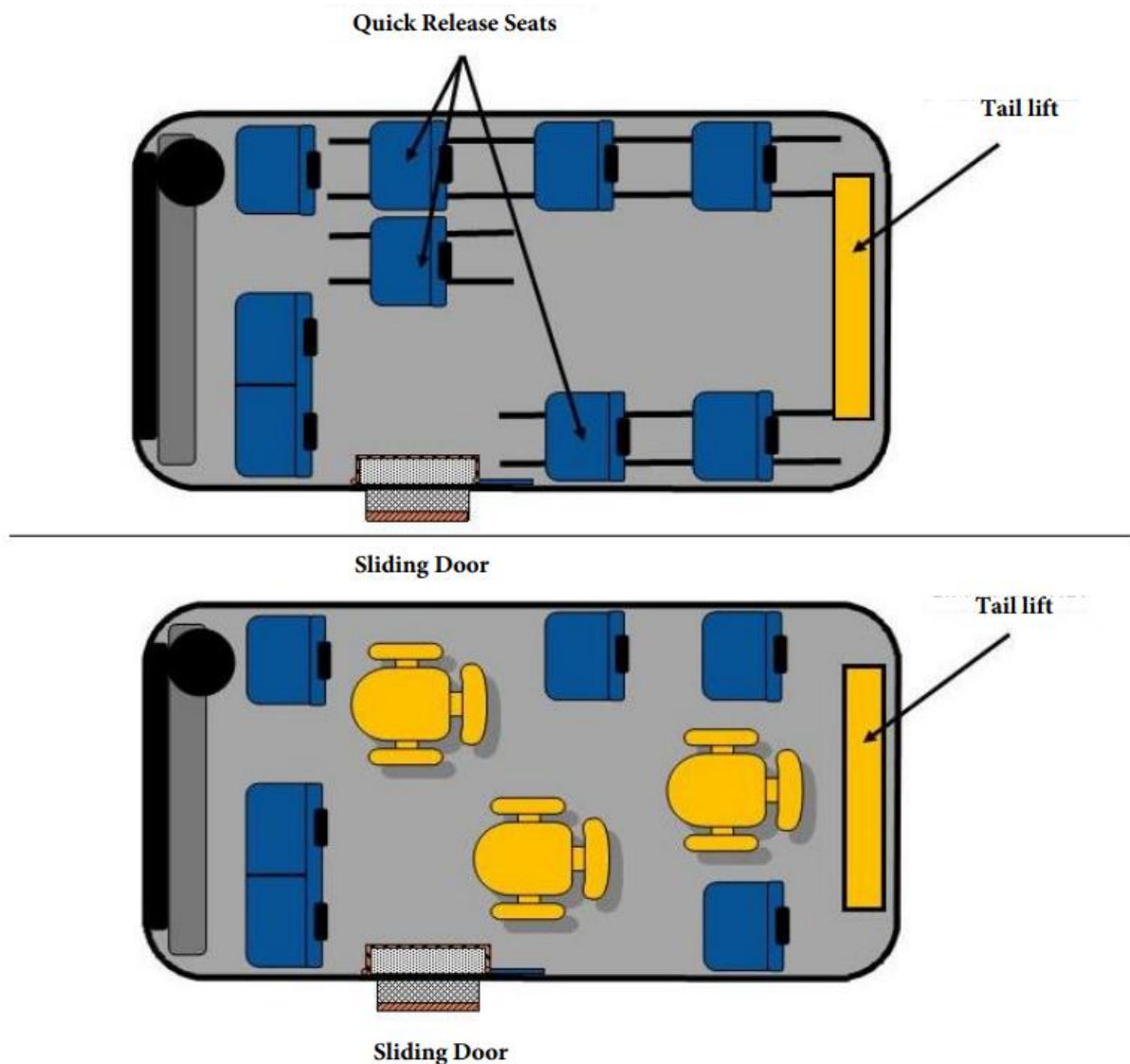
- Full unlimited Breakdown assistance for duration of contract to be covered, at no extra cost.
- Road tax.
- All scheduled and unscheduled maintenance and repairs in line with manufacturers. guidelines to be completed in a main dealership only and in locality of the Centre **(RehabCare, Bayview House, Duncarberry, Co. Leitrim. F91HP6C)**
- Replacement vehicle to be supplied for any of the above works at no extra charge.
- Replacement vehicle must be minimum 7-seater / no more than 9-seater.
- Any compulsory roadworthiness tests to be covered under contract.
- Unlimited tyres (except for damaged tyres).
- Accident Management, repairs to be completed in main dealership and in locality of the Centre.
- All admin relating to vehicle including fine management to be included in maintenance contract.
- Two keys supplied with the vehicle.

Documents to be supplied with the chosen vehicle: -

1. Technical specification of the proposed vehicle
2. Copy of certificate that the vehicles are compliant with all statutory and European standards

The vehicle must be suitable to be driven by a person holding a B license

The vehicle configuration with and without wheelchairs will be similar to the below figure:



3.2.1 Technical Specification of Requirements

Vehicle to be NCAAP 5 Star rated and meet or exceed all statutory and EU safety standards.

Mileage to be 50,000km per year on the vehicle.

Prices to include Excess Km per cent charge and under Km adjustment cent per km.

3.2.2 *Timeline for initial contract*

It is envisaged that the vehicle will be supplied within an eight (8) week period of the contract being signed. The Rehab Group reserve the right to choose a supplier based on the availability of vehicle to view and adapt efficiently. Rehab Group reserves the right to choose any part of any response that they wish and may select the most appropriate vehicle from a range of responses.

3.2.3 *Delivery Locations*

Delivery location for the vehicle will be Rehab Group, RehabCare, Bayview House, Duncarberry, Co. Leitrim. F91HP6C commencing April 2027.

4. EVALUATION CRITERIA

4.1 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 their tender submission.

4.1.1 *Relying on the Standing of Other Entities*

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 into the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities in order 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 supplier 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.

4.1.2 *Participation of Small and Medium Enterprises*

The policy of the Contracting Authority is to encourage participation by Small and Medium Enterprises (SMEs) in this competition. SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises in order to meet the financial, economic or technical capacity requirements of the competition.

4.2 Legal and Financial

(a) Legal Compliance

Tenderers are required to 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 Appendix 1.

(b) Compliance with Relevant Statutory Obligations

Tenderers are required to complete the Declaration regarding their compliance with relevant statutory obligations as contained in Appendix 2. Where tenderers are established and operating

outside of Ireland compliance with equivalent legislation as applicable in the country of establishment / operation is required.

(c) General Information relating to the Tenderer

Please complete Appendix 3 and 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.

(d) Financial Capacity

Please complete relevant sections of Appendix 3 confirming information on financial capacity as outlined below.

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.	
Financial Standing	Confirmation that the tendering party turnover exceeded €150,000 - For 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 1 year; The Contracting Authority reserves the right to assess the financial stability of the identified successful tenderer at any time prior to the award decision.	
Insurance	Confirmation of the following insurances being in place: - Employer's Liability - Public Liability - Product Liability	
	And that if successful you agree to implement the following insurance levels, where these are not currently available promptly on award	
	Insurance Type	Level Required
	Employers Liability	€13 million
	Public Liability	€6.5 million
	Product Liability	€6.5 million

NOTE: Tenderers must be willing to provide evidence of all self-declared information within five (5) working days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, the Contracting Authority reserves the right to eliminate the tenderer. Furthermore, tenderers should note that the provision of inaccurate or misleading information in this declaration may lead to exclusion from participation in this and future tenders.

4.3 Technical Capacity

Tenderers are required to complete Appendix 4 regarding the following technical capacity requirements.

Previous Contracts	Tenderers must provide information clearly demonstrating successful delivery of 3 previous comparable contracts.
Quality Assurance	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.
Health & Safety	Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation.
Environmental Management System	Tenderers must provide information which demonstrates operation of an appropriate environmental management system whether 3rd party certified or in-house.

4.4 European Single Procurement Document

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 4.2 and 4.3.

Tenderers will be required to demonstrate compliance of any self-declared information by providing evidence promptly on request, at any time prior to the award of the framework agreement / award of any contract. Failure to supply the information requested within the timeframe will result in the tenderer being eliminated from further consideration.

4.5 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.

Please complete the relevant sections of Appendix 5 relating to the Award Criteria.

The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	Weighting	Maximum Marks	Minimum Marks
	50%	5,000	N/A
Title	Cost Criterion		
Description	Relates to form of tender contained in Appendix 5.		
Criterion B	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Lease Agreement Requirements		
Description	Tenderers must demonstrate compliance with the lease agreement requirements specified in this Invitation to Tender, including breakdown assistance, maintenance and repair arrangements, replacement vehicle provision, tyre management, roadworthiness testing, accident repair administration, and contract management arrangements.		
Criterion C	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Vehicle Specification and Delivery Timelines		
Description	Tenderers must provide full details of the proposed vehicle(s), including technical specifications, fuel efficiency, emissions, safety features, standard equipment, and warranty provisions. Tenderers must also confirm their ability to meet the required delivery dates for each vehicle location.		
Criterion D	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Additional Costs, Charges and Benefits		
Description	Tenderers shall clearly identify any additional costs, charges, waivers, or benefits associated with the lease arrangement.		
Criterion E	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Sustainability and Environmental Measures		
Description	Tenderers must supply details to demonstrate how they support and implement environmental and sustainable efficiencies in their practices and in the delivery of these Services.		
Criterion F	Weighting	Maximum Marks	Minimum Marks
	10%	1,000	500
Title	Workshop Locations and Support Network		
Description	Tenderers shall provide details of their servicing, maintenance, repair, tyre, recovery, and support network, including workshop coverage within or near Limerick, Leitrim, Galway, and Dublin. Tenderers should also provide details of breakdown assistance arrangements, recovery services, response times, and replacement vehicle		

availability. Marks will be awarded based on the extent, accessibility, and effectiveness of the proposed support network.

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.

4.4.1 Methodology for Scoring Cost

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	5,000
Formula employed	$\frac{5,000 \times A}{B}$

4.4.2 Methodology for Scoring Qualitative Criteria

Qualitative criteria will be scored using the following system applied to each individual qualitative weighting:

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 – supported

50 – 59%	Satisfactory	A satisfactory response demonstrating adequate understanding offering some assurance to client – adequately supported
0 – 49%	Unsatisfactory	An unsatisfactory response with limited or insufficient detail, failing to provide adequate assurance to client

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

4.4.3 Clarification of Abnormally Low Tenders

In the event that the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of 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.

4.4.4 Clarification / Verification Meetings

Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract 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 in order to clarify any questions or queries regarding the tender offer.

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 award of any contract.

TENDERERS INSTRUCTIONS

(a) Submission of Tenders

via www.etenders.gov.ie

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. Tenderers must ensure that they give sufficient time to upload their tender response. All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF readers.

The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

In responding to this tender all tenders must follow the format of the tender document and respond to each element of the tender document in the order as set out in this RFT. Tenders should produce their response as a SINGLE UPLOADED DOCUMENT, if possible, which is clearly labelled, page numbered and indexed.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the tender closing date/time. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic postbox and a one-hour limit for upload. In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until 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.

The closing date for tenders	24 September 2026 @ 15:00
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means WILL NOT be considered in this public procurement competition

(b) Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie

The closing date for queries	17 September 2026 @ 12:00
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Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.

(c) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of the Contracting Authority, be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

The Contracting Authority reserves the right to disqualify incomplete tenders.

(d) Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents which would prevent you from submitting a comprehensive tender please contact us as soon as possible.

Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification via eTenders in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

(e) 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 to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

(f) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted electronically via the etenders postbox facility on www.etenders.gov.ie only before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. 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.

(i) 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.

(j) Qualification of Tenders and Referential Bids

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid. Tenders made by reference to other tenders are not valid and cannot be considered.

(k) 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.

(l) 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 tender form or as between the hard copy and electronic versions of the tender. Where a discrepancy arises between any figure submitted on the pricing element of eTenders versus the content of the Tender Submission, the Tender Submission figures will be used in the assessment.

In the case of 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.

(m) Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

(n) 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. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. 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.

(o) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

(p) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. The Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework / contract are appropriately tax compliant by checking their status via the online system for which tenderers are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement / contract. This requirement must continue to be maintained throughout the duration of the operation of this framework agreement.

(q) 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: 353-1-6733533).

(r) 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.

(s) Compliance with all relevant Employment Law Obligations

Tenderers shall ensure that all rates quoted for the provision of services allow for statutory deductions such as PRSI, PAYE, Annual leave/Holiday pay.

It is the obligation of the successful tenderer/s to ensure that any foreign personnel have provided them with the necessary documentation to prove that they can legally work in this country.

Prior to expiry of the agreement, if requested, the successful tenderer shall, upon the termination of this agreement for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the services as may be required by the Contracting Authority. The successful tenderer agrees to the Contracting Authority releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the services upon expiry of the Term or earlier termination of this contract for whatever cause.

Where applicable, tenderers shall be required to include an undertaking to comply fully with the provisions of 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 S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 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.

The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that 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 Services 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 Services.

(t) Freedom of Information Acts

All responses to this invitation to 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. 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, EU and Irish Government Procurement Procedures. 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.

(u) 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.

(v) Change in the Composition of a Tender

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. Any such changes must be notified to the Contracting Authority and require formal agreement.

(w) 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. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(x) Notification of Tender Evaluations

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

In the case of National value frameworks, the Contracting Authority will issue a Letter of Regret with the name of the winning tenderer(s) and the scores of the tenderer and the winning tenderer.

In the case of EU value frameworks, the following information will be provided in the Letter of Regret – name of successful tenderer(s) designate; the applicable standstill period; scores of tenderer and that of successful tenderer; features and characteristics of winning tender where they scored higher marks in relevant criteria. The Contracting Authority will undertake not to award the contract/establish the framework for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

(y) Award Notices

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of contract. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(z) 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.

(aa) 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".

(bb) 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 service 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.

(cc) 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 services delivery and in materials used.

(dd) 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 the contract or prior to the handing over of the finished work/product.

(ee) 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 Part shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(ff) 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.

(gg) Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the agreement, 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 e-mail 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.

(hh) Personnel

Notification must be sent in writing as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of Contracting Authority. Replacement personnel must be of equal or better standing than those of the personnel originally proposed in terms of qualifications and experience.

(ii) **Amendment of Tender Documentation**

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.

APPENDIX 1 – DECLARATION OF BONA FIDES

DECLARATION RE PERSONAL CIRCUMSTANCES AS PER ART. 57 OF DIRECTIVE 2014/24/EU			
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).			
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?		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	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;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	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;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		
1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
<u>Non-payment of taxes or social security obligations</u> 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			

2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
2.1.a	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;		
2.1.b	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;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	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;		
2.1.f	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;		
2.1.g	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.		
2.1.h	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		
2.1.i	has undertaken to: - unduly influence the decision-making process of the contracting entity, 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.		

APPENDIX 2 – DECLARATION RE STATUTORY OBLIGATIONS

DECLARATION RE STATUTORY OBLIGATIONS			
I/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)	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			
Signature			

APPENDIX 3 – GENERAL AND FINANCIAL INFORMATION

GENERAL INFORMATION RELATING TO THE TENDERER

Tendering Party Name:				
Contact Person:				
Position:				
Address:				
Phone:				
Email:				
Website:				
Date of Establishment, if applicable		VAT Registration No:		
Legal Structure – partnership, limited company, etc.		Please confirm if you are an SME (Small and Medium Enterprise) as defined in Commission Recommendation 2003/361/EC		
		Yes		No

Definition as per 2003/361/EC

The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

Name of other parties forming part of the tender submission:

Name:	Proposed Role	Confirmation Relevant information provided for each party

Tax Clearance				Please confirm YES/NO	
I confirm and declare being tax compliant. The Contracting Authority can verify tax clearance status through Revenue's online facility at http://www.revenue.ie/en/online/tax-clearance.html To this end, please confirm:				Yes	
				No	
Tenderer Name:					
Tenderer PPSN/ Tax Reference Number					
Access Number					
OR					
I confirm that I hold a current valid paper Tax Clearance Certificate (generally relates to Non-Residents)					
Registration Number		Certificate Number			
OR I confirm that I have applied for Tax Clearance status or a Tax Clearance Certificate which will be made available on request				Yes	
				No	
Turnover					
I confirm that we have the requisite turnover to be considered for the contract/framework.					
Year	2025	2024	2023		
Month End (e.g. July)					
Turnover €					
I confirm that I will provide evidence of turnover promptly on request. NOTE #1: In the case of sole traders or partnerships this condition may be satisfied by a letter of confirmation from a senior partner.				Yes	
				No	
Insurances					

I confirm that we have the following insurances in place			
Insurance Type	Level in Place	Details of Any Excess	Expiry Date
Employers Liability	€		
Public Liability	€		
Professional Indemnity	€		
AND			
I confirm that if successful, where the levels required under the contract are higher than those currently in our possession, I will be in a position to put the required forms and levels of insurances required in place.			
AND			
I confirm that I will provide the following promptly on request: • evidence of insurances in place or • letter from Insurance Broker confirming that the required levels could be put in place if successful			

APPENDIX 4 – TECHNICAL CAPACITY INFORMATION

PREVIOUS CONTRACTS	
Reference contract #1	
Client Name	
Contact Name	
Contact Number	
Annual Contract Value	
Delivery Date(s)	
Detailed contract description	

PREVIOUS CONTRACTS	
Reference contract #2	
Client Name	
Contact Name	
Contact Number	
Annual Contract Value	
Delivery Date(s)	
Detailed contract description	

PREVIOUS CONTRACTS	
Reference contract #3	
Client Name	
Contact Name	
Contact Number	
Annual Contract Value	
Delivery Date(s)	
Detailed contract description	

Quality Assurance Systems				
Do you operate a quality management system?	Yes		No	
Name of Manager responsible for Quality				
If so, is it 3 rd party certified or in-house?	3 rd Party Certified			
	In-House			
If 3 rd party certified, please provide the following information:	Date of most recent certification			
	Scope of Certification			
	Name of Certification Body			
	Evidence will be provided on request	Yes		
		No		
If in-house, please provide summary of system:				

Health & Safety				
Do you comply with the Safety Health & Welfare at Work Act 2005	Yes		No	
Name of Manager responsible for Health and Safety				
If so, is it 3 rd party certified or managed in-house?	3 rd Party Certified			
	In-House			
If 3 rd party certified, please provide the following information:	Date of most recent certification			
	Scope of Certification			
	Name of Certification Body			
	Evidence will be provided on request	Yes		
		No		
If in-house, please provide summary of system:				

Environmental Management Systems				
Do you operate an environmental management system	Yes		No	
Name of Manager responsible for Environmental Management				
If so, is it 3 rd party certified or in-house?	3 rd Party Certified			
	In-House			
If 3 rd party certified, please provide the following information:	Date of most recent certification			
	Scope of Certification			
	Name of Certification Body			
	Evidence will be provided on request	Yes		
		No		
	If in-house, please provide summary of system:			

APPENDIX 5 – RELATING TO AWARD CRITERIA

APPENDIX 5A - FORM OF TENDER

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

Failure to sign this Form of Tender will invalidate the offer.

To:	
From:	
Re:	

I/We have examined the tender documentation and hereby offer to provide the services in accordance with the details contained within the Invitation to Tender Document and the attached Detailed Breakdown of Charges and Expenses.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	50%	5,000	N/A
Title	Cost Criterion		
Description	Relates to Pricing Schedule contained below		
Pricing Schedule	Monthly Lease Cost per vehicle proposed (Excluding VAT)	Any Additional Costs (excess Km Waiver, etc)	Total cost per proposed vehicle for 48-month lease (Excluding VAT)
Lease Costs for 50,000km	€	€	€
Detailed breakdown of costs is attached:	YES		NO

I/We confirm that I/we

- Will keep this offer for the contract / framework open for acceptance by you for a period of 12 months from the date of deadline for submission of Tenders,
- 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 negotiations 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 services required under the framework agreement,
- Have included all elements necessary for the performance of the specified services, 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 with 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.,

Signed:			
Name (in Capital Letters):			
On behalf of:			
Address:			
Telephone:		Fax:	
Email:		Date:	

APPENDIX 5B – RELATING TO QUALITATIVE AWARD CRITERIA

Tenderers response...

Criterion B		Weighting	Maximum Marks	Minimum Marks Required
		10%	1,000	500
Title	Lease Agreement Requirements			
Description	Tenderers must demonstrate compliance with the lease agreement requirements specified in this Invitation to Tender, including breakdown assistance, maintenance and repair arrangements, replacement vehicle provision, tyre management, roadworthiness testing, accident repair administration, and contract management arrangements.			
Tenderer’s Response – DO NOT USE THIS BOX, TYPE IN NEXT LINE				

Criterion C		Weighting	Maximum Marks	Minimum Marks Required
		10%	1,000	500
Title	Vehicle Specification and Delivery Timelines			
Description	Tenderers must provide full details of the proposed vehicle(s), including technical specifications, fuel efficiency, emissions, safety features, standard equipment, and warranty provisions. Tenderers must also confirm their ability to meet the required delivery dates for each vehicle location.			
Tenderer’s Response – DO NOT USE THIS BOX, TYPE IN NEXT LINE				

Tenderer's response.....

Criterion D		Weighting	Maximum Marks	Minimum Marks Required
		10%	1,000	500
Title	Additional Costs, Charges and Benefits			
Description	Tenderers shall clearly identify any additional costs, charges, waivers, or benefits associated with the lease arrangement. Tenders offering lower additional charges, more favourable waiver provisions, and enhanced benefits at no additional cost will receive higher scores under this criterion.			
Tenderer’s Response – DO NOT USE THIS BOX, TYPE IN NEXT LINE				

Tenderer's response.....

Criterion E		Weighting	Maximum Marks	Minimum Marks
		10%	1,000	500
Title	Sustainability and Environmental Measures			
Description	Tenderers must supply details to demonstrate how they support and implement environmental and sustainable efficiencies in their practices and in the delivery of these Services.			
Tenderer’s Response – DO NOT USE THIS BOX, TYPE IN NEXT LINE				

Tenderer's response.....

Criterion F		Weighting	Maximum Marks	Minimum Marks
		10%	1,000	500
Title	Sustainability and Environmental Measures			
Description	Tenderers shall provide details of their servicing, maintenance, repair, tyre, recovery, and support network, including workshop coverage within or near: Limerick Leitrim Galway Dublin Tenderers should also provide details of breakdown assistance arrangements, recovery services, response times, and replacement vehicle availability. Marks will be awarded based on the extent, accessibility, and effectiveness of the proposed support network.			
Tenderer’s Response – DO NOT USE THIS BOX, TYPE IN NEXT LINE				

Tenderer's response.....

APPENDIX 6 – DRAFT FRAMEWORK AGREEMENT

REHAB GROUP

DRAFT TERMS AND CONDITIONS FOR A MULTI-PARTY FRAMEWORK AGREEMENT

Framework agreement with multiple operators for the provision of:

Provision of a 9 Seater New Leased Wheelchair Accessible Minibus

Date

Parties

Contracting Authority:

The Rehab Group

Framework Operator:

Note: This document is an indication of the form of agreement which the Contracting Authority intends to conclude with the successful economic operator arising from this competitive process. Economic Operators are not required to submit a signed copy of these terms as part of their tender but should indicate any objections which they may have to these terms in the body of their tender.

Subject to contract / contract denied

Framework Agreement with a Framework Member in a Single Party Framework for Provision of a 9 Seater Wheelchair Accessible Minibus

1. Parties to the Framework

Rehab Group of 10D Beckett Way, Park West, Dublin 12, D12 K276 (Hereinafter referred to as the 'Contracting Authority')

AND

[insert legal name of Framework Member] of [insert address of Framework Member]
(Hereinafter referred to as the "Framework Member" or "Member")

2. Background

2.1 The Competition

- (a) The Contracting Authority has conducted a tender competition advertised on the Irish Government procurement website www.etenders.gov.ie
- (b) The open procedure was used and an Invitation to Tender was issued with a tender submission deadline 04 Jan 2023.
- (c) Following evaluation of its tender against the published award criteria, the Framework Member is now appointed as the sole member under this Framework Agreement.

3. Definitions

"Call Off Request" means the request issued by email and/or by phone by the Contracting Authority to a Framework Member instructing that Framework Member to provide Services/Supplies.

"Commencement Date" means after [insert date].

"Competitive Procedure" means the process leading to the establishment of this Framework Agreement and/or award of a Contract on foot of this Framework Agreement.

"Contract" means a contract which falls within the scope of this Framework Agreement and for which the Contracting Authority conducts a Competitive Procedure under the terms of this Agreement;

"Framework Agreement" means these terms and conditions, including any Schedules hereto;

"Framework Member" means the supplier or service provider formally appointed to the Framework Agreement on foot of a Competitive Procedure.

“Framework Period” means the period in years set out in Clause 5.1;

“Invitation to Tender” means the document issued by the Contracting Authority on 17th Nov 2022.

“Other Conditions” means for example Contract Terms and Conditions, Special Terms and Conditions and/or Service Level Agreement as may be appropriate;

“Successful Tenderer” means a Framework Member who is awarded a place in the framework and/or awarded a contract based on this Framework Agreement;

“Tender” means the submission of the Framework Member in response to the Invitation to Tender, together with any clarifications accepted by the Contracting Authority.

- (a) To the extent that any specific term or condition in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the Contract Terms and Conditions shall prevail.
- (b) Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- (c) Unless the contract requires otherwise, words in the singular may include the plural and vice versa.
- (d) References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

4. Appointment of Framework Member

4.1 The Framework Member accepts its appointment as sole framework member to provide Services/Supplies, if instructed to do so from time to time by the Contracting Authority, under the terms and conditions of this Framework Agreement.

4.2 This Framework Agreement sets out, amongst others, the award procedure for Provision of a 9 Seater Leased Wheelchair accessible Minibus which may be required by the Contracting Authority, the main terms and conditions for any Call-Off Contract, and the obligations of the Framework Member during and after the Framework Period.

4.3 Membership of this Framework does not entitle the Member to be consulted in respect of, or awarded any contract during, the Framework Period. The Contracting Authority may at its sole discretion choose not to enter any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Section 12.

4.4 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period falling within the scope set out in Clause 6.1 the Contracting Authority reserves the right to operate outside the terms of the Framework Agreement, for example if it considers that it is not achieving value-for-money.

5. Period of Framework Agreement

- 5.1 The period of the Framework Agreement will be for a period of four years.
- 5.2 The Framework Agreement shall take effect on the Commencement Date.

6. Scope of Framework Agreement

- 6.1 This Framework Agreement relates to the provision of new 9 Seater leased Minibuses.
- 6.2 The maximum value of the framework over the life of the framework is in the range of €40,000 to €100,000.

It should be emphasized that this value is not a guarantee of any spend over the life of the Framework Agreement.

7. Procedure for the award of Call-Off Contracts

- 7.1 Contracts awarded under the framework may be by direct appointment to the Framework Member.
- 7.2 Where the terms of the original tender competition did not specifically address the needs relating to a specific contract which falls within the scope of the framework the Client will invite a supplementary tender from the Framework Member.
- 7.3 On each occasion that a Contract is awarded to a Framework Member pursuant to this Clause, the Client and the successful Framework Member shall enter into a contract in accordance with the Contract Terms and Conditions, as well as any Special Terms and Conditions that will be set out in the request for a supplementary tender.
- 7.4 It should be specifically noted that the Client reserves the right to terminate the Framework Agreement and to operate outside the terms of the framework agreement in the event that it considers that the nature of the contract would benefit from a separate competitive process.

8. Pricing under the Framework Agreement

8.1 Prices

- 8.1.1 The maximum price chargeable by the Framework Member during the 4 year period of the Framework Agreement is as set out below:

[details to be inserted from the completed Form of Tender in the Framework members tender document OR refer to Form of Tender in Schedule 1]

8.1.2 The maximum rates described detailed in Schedule 1 will be fixed for the initial four (4) years of the Framework Period and subject to satisfactory performance will be adjusted for inflation thereafter on each annual anniversary of the Commencement Date in accordance with the CPI Index.

8.1.3 Notwithstanding the Client may elect to enter into consultations with the Framework Member to adjust the maximum rates as a result of increases or decreases that occur in relevant salaries or expenses, or material prices invoiced as part of a Call-Off Contract, or are made by Law.

8.1.4 The Client may seek, or the Framework Member may offer, lower rates at any time during the Framework Period. In particular, where the Framework Member is offering supplies or services, or both, which are the same as or similar to the Supplies/Services, generally in the open market at a lower rate than the maximum rates, the Client may request adjustment of Schedule 1 to reflect this.

9. Fixed Conditions relating to Personnel under the Framework Agreement

9.2 Contract Manager

The Framework Member must nominate a contract manager to liaise with the Contracting Authority to ensure the successful operation of this Framework Agreement.

9.3 Personnel

The resources nominated by the Framework Member must be those used in the award of any contract under the framework. Where the successful Framework Member proposes to replace a nominated person, the proposed replacement person must be of equal or better qualifications and expertise than that of the original nominated person(s). Any replacements must be notified in writing to the Contracting Authority and must be agreed by the Contracting Authority prior to their commencement of any work under the Framework Agreement.

10. Obligations of Framework Member

10.1 Conflict of Interest

The Framework Member is required to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Member and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and the Second Schedule of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify the Framework Member from tendering for a Contract or invalidate an award of Contract, depending on when the conflict becomes apparent.

10.2 Insurances

Each Framework Member is required to maintain, at a minimum, the levels and forms of insurance set out in the tender documents and as detailed in Schedule 3 of this Framework Agreement.

10.3 Tax Clearance Status

The Framework Member shall maintain a tax clearance status as declared by the Irish Revenue Commissioners throughout the Framework Period and the period of any Contract under the General Terms and Conditions (whichever is longer).

10.4 Changes to Declaration re Personal Circumstances

If at any point during the Framework Period or during the lifetime of a Contract the Framework Member becomes aware of circumstances that might affect the validity of any of the statements in Declarations submitted as part of a Tender, it shall notify the Contracting Authority in writing of such circumstances at the earliest possible opportunity. Failure to notify the Contracting Authority of any such changes may result in exclusion from any future Supplementary Invitation to Tender or termination and/or framework membership. Declarations refer to the Art. 57 Declaration re personal circumstances and any other declarations relating to compliance with statutory obligations or other obligations under the terms of the competition for the Framework Agreement.

10.5 Corrupt Gifts and Inducements

10.5.1 The Framework Member shall not give, provide or offer to any staff or agent of the Contracting Authority a loan, fee, reward, gift, advantage, benefit or other payment during the Framework Period as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any Contract.

10.5.2 The Contracting Authority shall be entitled at all times to request a Certificate from any person in its employment or in the employment of the Framework Member that no such gift has been given. In the event of any such gift having been given, the Contracting Authority shall be entitled to terminate this Framework Agreement and any Contract forthwith and to recover from the Framework Member all losses resulting from such termination together with an account or value of such gift.

10.6 Audits

Any Contract awarded under this Framework Agreement may be subject to audit by the Contracting Authority or an authorised third party. In this event, the Framework Member is required to comply with all requests for information in relation to any Contract performed or partly performed by it under the Framework Agreement. Failure to provide the required information may result in termination of appointment or exclusion from any future Contract / Supplementary Invitation to Tender.

10.7 Assignment

The Framework Member shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof, unless with the prior written agreement of the Contracting Authority.

11. Termination of Appointment

11.1 Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Member forthwith and without liability by giving notice at any time if:

11.1.1 The Member commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;

11.1.2 The Member fails to perform any obligation or responsibility under this Agreement or a Contract concluded under the Framework Agreement, and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Member to do so;

11.1.3 The Member's performance of an obligation under a Contract is not in accordance with the terms of this Framework Agreement or the relevant Contract Terms and Conditions, or fails to meet any standard prescribed by law;

11.1.4 Any person employed by the Member or acting on its behalf offers or appears to offer a corrupt gift or inducement in the sense set out in Clause 10.5 above, whether with or without the knowledge of the Member;

11.1.5 The Member convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;

11.1.6 The Member ceases or threatens to cease to carry on business or takes or suffers any analogous action under any applicable law;

11.1.7 The Member is unable to pay its debts within the meaning of Section 570 of the Companies Act, 2014 or any analogous provision of law;

11.1.8 An order is made or an effective resolution is passed for the winding up of the Member's company other than for the purpose of restructuring the terms of which have been agreed by the Contracting Authority;

11.1.9 A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Member's company;

11.1.10 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member;

11.1.11 The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Member and notifies the Member;

11.1.12 The Member has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;

11.1.13 Any representation made by the Member in connection with this Agreement or a Contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made;

11.1.14 Any event analogous to those contemplated in Clauses 11.1.5 through 11.1.12 occurs to the Member within the laws of any other jurisdiction.

12. Termination of Framework Agreement

12.1 The Contracting Authority reserves the right to terminate this Agreement by providing fourteen (14) days' notice in writing to all Framework Members. The Framework Member shall have no claim for damages or otherwise against the Contracting Authority as a result of the Contracting Authority terminating this Framework Agreement in accordance with this Clause.

12.2 Termination of the Framework Agreement pursuant to Clause 12.1 shall not relieve or discharge the Framework Member from any obligations which may have accrued prior to such termination.

12.3 For the avoidance of doubt, termination of this Framework Agreement shall not affect the validity of any Contract entered into by the Contracting Authority and any provider of the service pursuant to that Framework Agreement.

13. General

13.1 Freedom of Information

The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014. Accordingly, information furnished to the Contracting Authority by the Member may be released pursuant to the Contracting Authority's statutory obligations. If the Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its commercial sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. 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 obligations.

13.2 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and, subject to the provisions of Clause 10.3 the Irish courts shall have exclusive jurisdiction.

13.3 Resolution of Disputes

Any dispute or difference arising out of or in connection with this Contract shall be referred in the first instance to a Conciliator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of a Conciliator, to be appointed on the request of either party by the Chairman for the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman of the Institute. In the event that the matter cannot be resolved by conciliation it shall be referred to a single Arbitrator to be agreed between the parties, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an Arbitrator, to be appointed on the request of either party by the Chairman of the time being of the Chartered Institute of Arbitrators (Irish Branch) or failing his or her availability the Vice Chairman for the Institute. The decision of the Arbitrator appointed under this Condition shall be final and binding on the parties. Such Arbitration shall be governed by the Arbitration Act 2010 as amended or replaced or any statutory variation, modification or re-enactment thereof for the time being in force.

13.4 Waiver

Failure by either party to exercise their rights under these conditions shall not operate as a waiver or in any way preclude or prevent the exercise of further rights. A waiver of any breach of the terms of these conditions shall not be deemed to be a waiver of any other breach or default and shall in no way affect the other terms of the Contract.

13.5 Severability

Should any part of this Framework Agreement be or subsequently be found to be invalid, unlawful or unenforceable, then such parts shall be severed from the Framework Agreement and the remainder of the Agreement shall continue in full force and effect.

13.6 Force Majeure

13.6.1 If through no fault of a party, its performance has been affected or delayed by force majeure, such party shall be at no liability to the other providing the performances are recommenced as soon as possible after such force majeure has ceased to operate.

13.6.2 If however, force majeure causes a delay or failure in performance for a period longer than seven days, the Contracting Authority shall have the right to terminate the Contract by seven days' notice in writing.

13.6.3 Force majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected in which it is unable to prevent or provide against by the exercise of reasonable diligence but shall not include strikes or concerted acts of the Framework Member 's workforce.

13.7 Public Procurement

Nothing in this Agreement shall prevent the Contracting Authority from complying with its obligations under public procurement legislation. If necessary, this Framework Agreement and any Contract concluded hereunder may be abridged modified or amended without penalty to the Contracting Authority so as to enable it to comply with the said obligations.

14. Notices

14.1 The address, email and telephone numbers of the parties for the purpose of the giving of notices under this Agreement are as follows:

The Contracting Authority

[Name of contact for notices, e.g. Secretary,]

.....,

.....,

.....

E-mail address;@.....

Tel: +353 X XXXXXXXX

Fax: +353 X XXXXXXXX

The Framework Member

[Name of contact for notices]

[Address Line 1]

[Address Line 2]

[Address Line 3]

E-mail address:@.....

Tel: +X XXXXXXXX

Fax: +X XXXXXXXX

14.2 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:

14.2.1 If delivered, at the time of delivery to the addressee or its duly authorised agent;

14.2.2 If sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement (or such other address as is from time to time notified to the other party hereto);

14.2.3 If transmitted electronically on receipt of 'read receipt' or equivalent.

14.3 All notices to the Contracting Authority or the Framework Member from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.

14.4 All notices, documents and communications provided under this Agreement or the relevant Contract shall be in the English language.

SIGNED:

On behalf of the CONTRACTING AUTHORITY

Name: _____

(Block letters)

Position: _____

Signature: _____

Date: _____

Witnessed by: _____

(signature)

Witness name: _____

(Block letters)

On behalf of the Framework Member

Name: _____

(Block letters)

Position: _____

Signature: _____

Date: _____

Witnessed by: _____

(signature)

Witness name: _____

(Block letters)

Schedules to this agreement:

Schedule 1: Form of Tender – from the Framework Members’ tender response

Schedule 2: Resources – from the Framework Member’s tender response – Service frameworks only

Schedule 3: Insurances – evidence of insurances in place as per levels detailed at qualification / tender stage

Schedule 4: Contract Terms and Conditions

Schedule 5: Contracting Authority Invitation to Tender and Clarifications issued

Schedule 6: Framework Members Tender Submission and Clarifications issued