

## CALL FOR TENDER

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Establishment of a Single Party Contract for</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>The Provision, Supply, Delivery, Commissioning and Training of 1 Truck, Heavy-Duty 6x2 Chassis Day Cab for Longford and Westmeath Education and Training Board (LWETB)</b> |
| <b>Procedure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>OPEN</b>                                                                                                                                                                   |
| <b>eTenders CFT ID</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>9060778</b>                                                                                                                                                                |
| <b>Issue Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 14 <sup>th</sup> September, 2026                                                                                                                                              |
| <b>Closing Date for Queries</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 22nd September, 2026                                                                                                                                                          |
| <b>Contact for Queries</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Questions and Answers facility on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a></b>                                                                         |
| <b>Closing Date / Time for receipt of Tenders</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       | 29 <sup>th</sup> September 2026 at 12 hours                                                                                                                                   |
| Please note that information relating to this Call for Tender (CFT), including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> . Registration is free of charge and there is no charge for documents. Please note that Longford and Westmeath Education and Training Board cannot accept responsibility for information relayed (or not relayed) via third parties. |                                                                                                                                                                               |

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## 1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, 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 the Document or otherwise provided by or on behalf of Longford and Westmeath Education and Training Board (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 these documents, or for the information contained in these documents or for any omission is or will be accepted by Longford and Westmeath Education and Training Board or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, expressed or implied, in relation to such information. Longford and Westmeath Education and Training Board’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.

Longford and Westmeath Education and Training Board reserves the right to discontinue the procurement process at any time.

## 2. Summary

|                               |                                                                                                                                                                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contracting Authority:</b> | Longford and Westmeath Education and Training Board (LWETB)                                                                                                                                                                            |
| <b>Nature of procurement:</b> | The Provision, Supply, Delivery, Commissioning and Training of 1 Truck, Heavy-Duty 6x2 Chassis Day Cab for Longford and Westmeath Education and Training Board (LWETB)                                                                 |
| <b>Type:</b>                  | Supplies                                                                                                                                                                                                                               |
| <b>Procedure:</b>             | Open Procedure                                                                                                                                                                                                                         |
| <b>Stage in procedure:</b>    | This is a single stage tender procedure whereby all interested parties may tender, but only those meeting the selection criteria (financial and technical capacity) will be deemed eligible for evaluation against the award criteria. |

## 3. About Longford and Westmeath Education and Training Board

Education and Training Boards (ETBs) are statutory authorities, which have responsibility for education and training, youth work and a range of other statutory functions. ETBs manage and operate primary schools, second-level schools, further education colleges, and a range of adult and further education centres delivering education and training programmes.

The establishment of Longford and Westmeath Education and Training Board (LWETB) came about by the passing of the Education and Training Board Act 2013.

### *Roles, Responsibilities and Functions*

The general functions of an Education and Training Board, stated under the Education and Training Boards Act 2013, are to:

- a) establish and maintain recognised schools, centres for education and education or training facilities in its functional area,
- b) when directed to do so by the Minister:
  - i. establish and maintain recognised schools in its functional area,
  - ii. establish and maintain centres for education in its functional area,
  - iii. maintain centres for education or recognised schools in its functional area, and
  - iv. establish, maintain or resource education or training facilities in its functional area,
- c) plan, provide, co-ordinate and review the provision of education and training, including education and training for employment, and services ancillary thereto in its functional area in:
  - i. recognised schools or centres for education maintained by it,

- ii. education or training facilities maintained or resourced by it,
  - iii. children detention schools,
  - iv. prisons, and
  - v. facilities maintained by other public service bodies,
- d) enter into arrangements with, and provide support services to, education or training providers,
- e) establish scholarships,
- f) adopt a strategy statement,
- g) adopt an annual service plan,
- h) co-operate with anybody nominated to carry out internal audit functions,
- i) provide education and training at the request of, and on behalf of, anybody which funds training out of money provided to that body by the Oireachtas,
- j) support the provision, co-ordination, administration and assessment of youth work services in its functional area and provide such information as may be requested by the Minister for Children and Youth Affairs in relation to such support, and
- k) assess whether the way it performs its functions is economical, efficient and effective.

ETBs are active in local communities through the direct provision of training and education programmes delivered in training centres, colleges and other training and educational settings. In this way, ETBs seek to make a real difference to the lives of the people they serve.

Such responsiveness continues to be the hallmark of the education and training boards sector, looking outward nationally and internationally, while servicing education and training locally and individually.

Log on to [www.lwetb.ie](http://www.lwetb.ie) for more information.

### **3.1 Small and Medium Enterprise Participation**

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

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

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

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

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

**Micro enterprises:** enterprise which employs **fewer than 10 persons** and whose annual turnover and/or annual balance sheet total does **not exceed EUR 2 million**.

**Small enterprises:** an enterprise which employs **fewer than 50 persons** and whose annual turnover and/or annual balance sheet total does **not exceed EUR10 million**

**Medium enterprises:** enterprises which are neither micro nor small and which employ **fewer than 250 persons** and which have an annual turnover not exceeding EUR 50million, and/or an annual balance sheet total **not exceeding EUR 43 million**

**If your Company intends to subcontract any of this service, the Tenderer must clearly set out:**

- a) The names of all subcontractors and/or consortium members who will be involved in the provision of the Services;
- b) A description of the role to be fulfilled by each subcontractor;
- c) The name, title, telephone number, postal address, and e-mail address of the nominated contact personnel authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated. Correspondence from any other person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to;
- d) Confirm each subcontractor has submitted an eESPD and a signed Declaration of Personal Circumstances at the Contract establishment stage or during the lifetime of the Contract through the messaging facility on etenders under RFT 166650 Security Services Contract. If not, submit the relevant eESPD and/or signed Declaration of Personal Circumstances as part of this Tender Submission.

*If an eESPD or a Declaration of Personal Circumstances template is required please request it via the messaging facility on etenders.*

**A Tenderer is deemed non-compliant if they rely on the assistance of a sub-contractor for whom No eESPD or signed Declaration of Personal Circumstances was submitted at the Contract establishment stage, or during the lifetime of the Contract through the messaging facility on etenders under CFT Single Party Contract, or with this tender submission. The Client and the Office of Government Procurement reserve the right to seek written undertakings from any nominated subcontractor.**

## **4. Scope/specification**

Longford and Westmeath Education & Training Board proposes to engage in a competitive process for the establishment of a single party contract agreement for the provision, supply, delivery, commissioning and training of 1 x Truck, Heavy-Duty 6x2 Chassis Day Cab. Please see APPENDIX 2 – Framework Requirements / Specifications for full specifications required.

**Note:** Please send specifications with quote.

No specific volumes are listed, this is a draw down tender requesting suppliers for the period of this contract agreement.

A contract agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

In the context of a single-party contract agreement, the successful contract member does not have to compete for each new contract. It is emphasised that a contract agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator.

Indeed, Longford and Westmeath Education & Training Board reserves the right to operate outside of the contract agreements at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the contract agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the contract.

**Note:** This is an accelerated competition and will be advertised on the etender platform for the required duration of **fifteen (15) days**. The the provision, supply, delivery, commissioning and training of 1 x Truck, Heavy-Duty 6x2 Chassis Day Cab. LWETB has a recurring requirement for the delivery of third-party services and is seeking to establish a contract for the delivery of various maintenance requirements as the needs arise.

LWETB invites responses to this Call for Tender (CFT) from economic operators for the provision, supply, delivery, commissioning and training of 1 x Truck, Heavy-Duty 6x2 Chassis Day Cab.

#### 4.1 Numbers Admitted to the Contract

Success under this competition will result in appointment to a Single Supplier Contract Agreement through application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the contract agreement. Where they are not in a position to deliver the full contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the contract members until the contract is awarded.

#### 4.2 Duration of the Contract Agreement

The agreement will be for one (1) year, with the option to extend the agreement for further periods of six (6) months or one (1) year, subject to a maximum of four (4) years in total, subject to satisfactory performance, business needs and budgetary constraints.

**Note 2:** It is emphasised that this contract does not constitute a guarantee to procure a specific service from a particular economic operator. Indeed, LWETB reserves the right to operate outside of the agreement at its discretion; particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the agreement approach has been adopted to leverage efficiencies and maximise cost savings over the duration of the agreement.

For the avoidance of doubt, Longford & Westmeath Education and Training Board confirms that the period of any contracts awarded under the contract agreement may extend beyond the date of expiry of the agreement.

#### 4.3 Estimated Value of the Contract Agreement

The combined estimated total value of the contract agreement is in the region of €200,000 over the life time of the contract agreement (assuming the framework agreement runs for four years). It is emphasised, however that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under any of the contract agreements.

## 4.4 Application of Variants (where applicable)

Variants are permitted for this contract only after prior consultation with contracting authority.

Where variant offers are acceptable under the terms of this tender competition, tenderers must note that they must comply with the minimum requirements laid down in the specification. The Contracting Authority is open to looking at alternative methods of delivery of the contract under the variant rule.

## 4.5 Review of Performance

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between Longford & Westmeath Education and Training Board and the successful Respondent. Cost competitiveness, quality of service and turnaround time will be the main criteria for measuring performance.

It is expected that the successful respondent will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

## 4.6 Account Management

### 4.6.1 Account Manager

Longford and Westmeath Education and Training Board requires Respondents to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

- Overall responsibility for a good working relationship with Longford and Westmeath Education and Training Board.
- 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.
- Proactively discuss with Longford and Westmeath Education and Training Board ways of improving efficiency regarding service delivery in general.

**NOTE:** Tenderers will note that account management activities will be non-billable (i.e., Longford and Westmeath Education and Training Board will not pay separately for account management activities). Longford and Westmeath Education and Training Board will nominate authorised staff to liaise with the successful Respondent and delegate as required.

## 4.7 Garda Vetting (if applicable)

To comply with Garda Vetting requirements schools and centres may require that any maintenance work will be undertaken outside school hours.

Section 12 of the Vetting Act 2012 requires; “that a school authority must not, other than where certain exemptions apply, contract, permit or place a person to undertake relevant work or activities prior to the school authority receiving a vetting disclosure from the Bureau in respect of that person”.

If work must be completed during school hours, and if deemed necessary by the school principals or their representatives, each organisation must, if requested by LWETB, supply relevant details of the staff proposed to carry out the maintenance to enable LWETB to obtain Garda Vetting for these staff members. Failure to provide relevant details for staff members will result in the immediate removal of the organisation from the maintenance panel.

If LWETB or its representatives request the removal of any person from its premises the contractor must immediately comply with this request.

**Failure to satisfy LWETB that the above requirements have been fully complied with will result in the Company being immediately removed from the competition.**

You must, if required by the ETB, maintain satisfactory vetting throughout employment with the ETB. Failure to do so will result in termination of employment. The Employer reserves the right to re-vet employees in line with the ETB's re-vetting policy. All Garda vetting disclosures will be retained by the ETB in line with our Records Retention Schedule, which is available upon request.

In addition, an employee who is convicted of any criminal offence (or given the benefit of the Probation Act 1907) must report that fact to their Head of HR within 1 business day of conviction, in order for an assessment to be conducted under Garda Vetting regulations. In certain circumstances this could have implications for his/her position of employment. Such information will be treated in strict confidence and no record of it will be kept unless the information is considered relevant to the official position of the employee in the ETB.

#### **4.7.1 Replacement Personnel**

Notification must be sent in writing as soon as possible to Longford and Westmeath Education and Training Board on any proposed change of nominated personnel, such change to be subject to the written approval of Longford and Westmeath Education and Training Board.

Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

#### **4.7.2 TUPE Regulations (if applicable)**

Tenderers are reminded that the assessment of whether or not the TUPE Regulations are applicable and responsibility for compliance with any and all obligations arising pursuant to the TUPE Regulations are matters solely for the Tenderer/Contract Member and LWETB shall have any liability for same.

However; where information has been provided by the incumbent to LWETB, such information in relation to the terms and conditions of employment of all persons currently engaged by the incumbent is provided such that LWETB are acting as a conduit in providing such information and cannot warrant the accuracy and completeness of the information, and on this basis disclaims its accuracy and completeness.

LWETB reserves the right to seek additional information from the Tenderer/Contract Member in order to verify compliance with this requirement. Under the terms of any Services Contract awarded, the Contract Member shall be required to comply with all applicable obligations arising pursuant to the TUPE Regulations and Council Directive 2001/23/EC and failure to so comply shall constitute a material breach of the Services Contract.

The Tenderer/Contract Member shall be required to indemnify, save harmless and keep LWETB indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against LWETB under the TUPE Regulations by any Affected Employees.

Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with the Services Contract.

Where information has been provided by the incumbent to the client, such information in relation to the terms and conditions of employment of all persons currently engaged by the incumbent and that Longford and Westmeath Education and Training Board (LWETB) are acting as a conduit in providing such information cannot warrant the accuracy and completeness of the information, and on this basis disclaims its accuracy and completeness.

Longford and Westmeath Education and Training Board (LWETB) reserves the right to seek additional information from the tenderer in order to verify compliance with this requirement.

Prior to the award of any contract arising out of this competition, the successful Tenderer/Contract Member shall be required to supply a copy of their Private Security Authority (“PSA”) Organisations licences required to provide the Service. For the avoidance of doubt, evidence of the PSA licences held by individual staff will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any contract. The Client reserves the right to confirm compliance with the “PSA”.

LWETB shall require from the successful tenderer all (anonymised) TUPE information relevant to the new contract – this information should be furnished on request.

Tenderers should be aware that there is a significant possibility that the application of Acquired Rights Directive and Irish Regulations may result in the transfer of current staff to the successful tenderer (TUPE).

#### **4.8 Invoicing**

All official invoices must quote a Longford & Westmeath Education & Training Board purchase order number and must be sent to Education Shared Business Services (ESBS) Centre by Email to [LWETB\\_Finance@esbs.gov.ie](mailto:LWETB_Finance@esbs.gov.ie). All invoices which do not quote the relevant order number(s) will be returned to the supplier. Payment will be made within 30 days of receipt of a valid invoice.

Successful contractors may be required to submit PEPPOL compliant electronic Invoices to a site specific level of detail to the satisfaction of Longford & Westmeath Education and Training Board. Invoices must match purchase orders. Invoice must be on or before the 23<sup>rd</sup> of December 2026.

#### **4.9 Right to Tender outside of the Contract**

Longford and Westmeath Education and Training Board intends to use the contract for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the contract for the procurement of any requirement without reference to the framework member. Admission to a contract 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.

#### 4.10 Compliance with the Terms and Conditions of the Contract Agreement

Admission to the contract agreement will be conditional upon acceptance of Longford and Westmeath Education and Training Board's Contract Terms and Conditions.

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 - Instructions to Tenderers Section (b) of this document.

All queries relating to tenders competitions **must** be submitted through the tender portal **only**. Any queries emailed directly to LWETB will not be responded to in the interest of fairness to all interested parties in the tender.

#### 4.11 Award to Runner Up (If applicable)

If, following the award of any contract under this contract agreement, the contract Member cannot, for whatever reason, deliver the required services to the satisfaction of the Longford and Westmeath Education and Training Board; Longford and Westmeath Education and Training Board reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

#### 4.12 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfill the obligations under the contract agreement, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU Specification of Requirements for Initial Contract under the contract (if applicable) OR requirements under the contract agreement.

The contract agreement will be established on foot of this tender competition.

#### 4.13 Site Locations

See Appendix 3 for a list of all current LWETB schools/centres. Please note additional centres or schools may be added or removed during the term of the Framework at the discretion of LWETB.

Please note: Delivery is required to **Garrycastle Campus, Athlone, Co. Westmeath, N37 C985**

#### 4.14 Site Visits (if applicable)

No Site visits necessary for this competition.

#### 4.15 Pricing

All prices quoted/tendered in the tender response document must be all-inclusive (i.e. including but not being limited to travel costs, shipping, customs duties, taxes, levies, phytosanitary charges, customs handling and/or administration charges, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT.

There is no guarantee that any item will be ordered and no guarantee as to the volume of goods that will be ordered. Any currency variations occurring over the Term of the Contract shall be borne by the Tenderer.

By submitting a tender response Tendering Suppliers confirm that all prices quoted in their tender response document will remain valid for 1 year, commencing from the tender deadline.

#### **4.16 Warranties**

All required warranties are included in the Specifications found in the Tender Response Document. Please note that upon request you must be able to provide warranty documentation to those stated where they either meet and or exceed the requirements specified by LWETB.

#### **4.17 Training (if applicable)**

Training should be pre-arranged with Garrycastle Campus. Training should be on-site, and the tender price should include on-site training. Further on-going training may be required at the request of Garrycastle Campus.

#### **4.18 Installation (if applicable)**

It is the successful tenderers responsibility to ensure that all staff members assigned to install and delivery goods are fully trained. All equipment used by the successful tenderer to install and deliver the vehicle must be safe and fit for purpose and maintained according to the manufacturer's standards if applicable. This will be the responsibility of the successful tenderer. Any damages caused to the contractors' vehicle shall be covered by the contractor's own insurance unless the damage is proven to be caused by LWETB through no fault of the contractor.

#### **4.19 Delivery**

Delivery to Garrycastle Campus, Athlone no later than **23rd of December 2026**.

Deliveries must be received during opening hours. These will be confirmed with the successful tenderer. In the main they are Monday to Friday from 9:00am to 5:00pm. Delivery times and locations must be mutually agreed between the Contractor and the individual centre. In the event of an unusual/emergency request being received the Contractor must ensure that this request will be given an urgent delivery priority rating and be delivered at a mutually agreed delivery time. Such requests will only be placed with the authorisation of the appointed contact of LWETB

### **5. Evaluation Process**

In responding to the Evaluation Criteria tenderers must complete the LWETB Tender Response Document (TRD) covering both the Selection Criteria and the Award Criteria as part of their tender submission.

The TRD is a separate document with this Call for Tender (CFT) and must be completed in full by tenderers.

The OPEN procedure is being used by Longford & Westmeath Education and Training Board for the award of this Contract agreement.

While all interested parties may submit a tender, only those demonstrating that they can comply with the required level of financial and technical competence will be eligible for full tender evaluation.

Please note that information supplied by tenderers will be treated as contractually binding. However, Longford and Westmeath Education and Training Board (LWETB) reserves the right to seek clarification or verification of any such information. Tenderers will be required to provide such clarification in writing. Clarification responses may not materially change elements of the tenders submitted. Tenderers should note that Longford & Westmeath Education and Training Board (LWETB) 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.

No unsolicited communications from Tenderers will be entertained during the evaluation process. All communications must be entered through eTenders platform.

## 5.1 Part 1 – Selection Criteria - Pass/Fail – General, Legal and Financial Requirements

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

|                                       |                                                                                                                                                                                                                                                                               |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Information</b>            | <p>Please provide company name, address and contact details as requested for individual responsible for this tender and company overview.</p> <p>CRN number (Company registration number). Issued on your Certificate of Incorporation by the CRO.</p>                        |
| <b>Legal Compliance</b>               | <p>Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016 at Section 2 of TRD. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.</p> |
| <b>Financial Capacity Information</b> |                                                                                                                                                                                                                                                                               |
| <b>(i) Tax</b>                        | <p>Please confirm that you meet the following financial requirements:</p> <p>Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.</p>                           |
| <b>(ii) Turnover</b>                  | <p>Confirmation that your turnover exceeded €75,000 annually over a period of three years or pro-rata if more recently established firms</p> <p>Must be stated in EURO</p>                                                                                                    |

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(iii) Insurance</b>                                       | <p>Confirmation of the following insurances being in place for inspection if required as applicable:</p> <p>Employers Liability - €13m<br/>Public Liability - €6.5m<br/>Products Liability - €6.5m</p>                                                                                                                                                                                    |
| <b>(iv) Data Protection</b>                                  | <p>Confirmation that all Data subjects whose personal data is provided have consented to the processing of such data by LWETB, the evaluation team and supplier of eTenders website for the purpose of this competition.</p>                                                                                                                                                              |
| <b>Technical and Professional Capacity</b>                   |                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>(i) Details of Company experience</b>                     | <p>Tenderers should outline details of at least two previous contracts (excluding LWETB) within the last three years in which they have successfully delivered services of a similar nature, size, and range to those required in this CFT.</p> <p>LWETB reserve the right to contact any of the above to verify the successful delivery of services.</p>                                 |
| <b>(ii) Access to Adequate Workforce</b>                     | <p>Tenderers must demonstrate access to the minimum number of skilled personnel (minimum of four) with sector knowledge and relevant skills in order to ensure the provision of services that meet the requirements of LWETB and as set out in the detailed specification of Requirements.</p> <p><b>Tenderers should include an organisational chart with their tender response.</b></p> |
| <b>(iii) Quality Assurance</b>                               | <p>Details of Quality Assurance policies and systems and whether 3rd party certified or in-house certified.</p>                                                                                                                                                                                                                                                                           |
| <b>(iv) Health and Safety</b>                                | <p>Details of Health and Safety policies and whether 3<sup>rd</sup> party certified or in-house certified.</p>                                                                                                                                                                                                                                                                            |
| <b>(v) Environmental Systems</b>                             | <p>Details of Environmental Management policies and whether 3<sup>rd</sup> Party certified or in-house certified.</p>                                                                                                                                                                                                                                                                     |
| <b>Status of European Single Procurement Document (ESPD)</b> | <p>Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 5. 1 Legal and Financial. However, Longford and Westmeath Education and Training Board requires evidence by completing the relevant section of Tender Response Document (TRD) – Financial and Technical Capacity relating to Technical</p>                |

|  |                                                                                        |
|--|----------------------------------------------------------------------------------------|
|  | Capacity. Mere confirmation <b><u>will not be</u></b> sufficient under these headings. |
|--|----------------------------------------------------------------------------------------|

**NOTE 1:** Tenderers **must** be willing to provide evidence of the self-declared information within seven (7) working days of request, which will be made prior to any award decision. If the evidence required is not provided by the deadline date, then the tenderer in question may be eliminated. 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.

**Note 2:** Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above.

**Note 3:** Tenderers must ensure that they have completed and signed the Declaration of Bona Fides. Failure to supply the required information may result in elimination from detailed tender evaluation.

**Note 4:** Tenderers may be required to make a presentation on the proposal contained in their response. Longford and Westmeath Education and Training Board (LWETB) will not be liable for any costs involved in such presentation.

**NOTE 5:** For certain contracts, Tenderers will have to comply with Government Contracts Committee for Construction (GCCC) forms of contracts and associated insurances.

Prior to the award of any contract agreement / contract, Longford and Westmeath Education and Training Board (LWETB) will request evidence of self-declared information prior to award decision. Failure to provide appropriate evidence within the required timeframe will result in the tenderer being deemed inadmissible for formal award.

## 5.2 Part 2 - Award Criteria

Only responses meeting the selection criteria (Part 1) and confirmed as valid and responsive to the specifications set out in this document will be evaluated against the following 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.

Responses are required through completion of the separately attached Tender Response Document (TRD). Full details for each criterion are included in the Tender Response Document (TRD).

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

Failure to complete this part of the tender response document will deem your tender inadmissible. The evaluation committee will only consider Tenders provided in the format set out in this CFT. Any additional pages or information will not be considered in the evaluation, and no marks will be awarded for information included on pages outside of the page allowance.

For the avoidance of doubt, LWETB will not read or evaluate any part of a Tender which exceeds the page limit / word count for that award criterion. This is necessary in order to ensure concise relevant answers which will in turn facilitate an efficient evaluation process.

**Please note:** Any information given/submitted under the above selection criteria will not be considered/awarded marks in the evaluation of the award criteria, 5.2 of this CFT, and vice versa. These are two criterions in their own right.

## AWARD CRITERIA

| Criterion A                                                                                                                                                        | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Maximum Marks | Minimum Marks Required |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|
|                                                                                                                                                                    | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 200           | n/a                    |
| Title                                                                                                                                                              | Ultimate cost to contracting authority excl VAT                                                                                                                                                                                                                                                                                                                                                                                                                   |               |                        |
| Instructions                                                                                                                                                       | <ul style="list-style-type: none"> <li>All fields in the cost details tables must be completed. All costs associated with the service provision shall be included for in the Tender Rates, these shall include but are not limited to the following: all salaries, wages, payments, costs, charges, taxes, fees, equipment, vehicles, delivery and travel etc.</li> <li>Please Note: The minimum specification requirement can be found in Appendix 2.</li> </ul> |               |                        |
| Device                                                                                                                                                             | Make and Model                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Cost Per Unit |                        |
| Truck as per the tenderers proposed specification outlined in “minimum specifications required” in the Technical Capacity Section of the Tender Response Document. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | €             |                        |
| TOTAL COST OF DEVICE<br>(For evaluation purposes)                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | €             |                        |
| Additional Cost for upgrading on-site warranty 1 Year                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | €             |                        |
| Additional Cost for upgrading on-site warranty 3 Year                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | €             |                        |
| Additional Cost for upgrading on-site warranty 5 Year                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | €             |                        |

| Criterion B         | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                      | Maximum Marks | Minimum Marks Required |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|
|                     | 35%                                                                                                                                                                                                                                                                                                                                                                                                                            | 350           | 175                    |
| <b>Title</b>        | <b>Quality and fitness for purpose of all products offered including clarity of the response</b>                                                                                                                                                                                                                                                                                                                               |               |                        |
| <b>Instructions</b> | <p>Tenderers should provide clear and precise information to enable the Contracting Authority to assess their offer under this criterion covering the requirements detailed below:</p> <ul style="list-style-type: none"> <li>• Suitability of the proposed devices for school / centre use</li> <li>• Ease of use</li> <li>• Build quality</li> <li>• Durability and lifespan</li> </ul> <p>Note: Maximum word count 1000</p> |               |                        |

| Criterion C         | Weighting                                                                                                                                                                                                                                                                            | Maximum Marks | Minimum Marks Required |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|
|                     | 20%                                                                                                                                                                                                                                                                                  | 200           | 100                    |
| <b>Title</b>        | <b>Delivery</b>                                                                                                                                                                                                                                                                      |               |                        |
| <b>Instructions</b> | <p>Tenderers should indicate proposed delivery schedule and address the following:</p> <ul style="list-style-type: none"> <li>• Lead Time &amp; Supply Proposal</li> <li>• Commissioning and Validation</li> <li>• Training Programme</li> </ul> <p>Note: Maximum word count 500</p> |               |                        |

| Criterion D         | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Maximum Marks | Minimum Marks Required |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|
|                     | 15%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 150           | 75                     |
| <b>Title</b>        | <b>After Sales Support including contract management</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |                        |
| <b>Instructions</b> | <p>Tenderers should outline their proposed approach for the delivery of the required services as outlined in the Request for Tender. This should include, but not limited to;</p> <ul style="list-style-type: none"> <li>• Procedures for liaising with the LWETB Centre/School Manager in relation to the operation of the contract. Tenderers should clearly detail how they propose to handle quality issues should they arise with materials and what the supplier expects of the Contracting Authority/School/Centre in terms of alerting the supplier to the issue.</li> <li>• Customer liaison, complaints handling procedures</li> <li>• Tenderers should clearly set out their After Sales Support Service response.</li> </ul> <p>Note: Maximum word count 1000</p> |               |                        |

| Criterion E         | Weighting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Maximum Marks | Minimum Marks Required |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|
|                     | 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 100           | 50                     |
| <b>Title</b>        | <b>Green Procurement Initiatives, Social Initiatives &amp; Value add</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                        |
| <b>Instructions</b> | <p>Each Point below must be addressed within your answer.</p> <ul style="list-style-type: none"> <li>• Tenderers should outline their approach to minimising environmental impact. Tenders will be assessed on their demonstrated commitment to work practises that limit environmental impact and promote sustainability. Such as - <ul style="list-style-type: none"> <li>*Adoption of energy-efficient technologies</li> <li>*Effective waste management and recycling practices</li> <li>*Sustainable transportation</li> </ul> </li> <li>• Tenderers should detail evidence if any, of environmentally friendly initiatives which support and promote an inclusive community response to protecting the environment.</li> <li>• Tenderers should provide details of any additional services or added value mechanisms that they will provide in performing the contract. E.g. Tenderers should outline any cost saving innovations that will result in real savings to LWETB</li> <li>• Include details of how they will incorporate recycled and renewable materials into the service provision</li> </ul> <p>Note: Maximum 1000 word count</p> |               |                        |

- NOTE 1:** Tenderers should ensure in their response that they provide detailed information in respect of all aspects of the contract award criteria as stated above.  
This will enable Longford and Westmeath Education and Training Board (LWETB) to assess fully the extent of their offers.
- NOTE 2:** Award of admission to framework 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.
- NOTE 3:** Tenderers should note that Longford and Westmeath Education and Training Board (LWETB) 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.
- NOTE 4:** Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criterion unless stated otherwise in the TRD in order to avoid elimination from the competition. Qualitative criteria will be scored using the following baseline system:

|                  |                                                                                                                                                                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>90 – 100%</b> | <b>Exceptional (Very Comprehensive)</b><br>The Tenderer has provided a thorough and very comprehensive response, addressing ALL requirements in extensive detail, providing confidence that the requirements can be met in full, with added value solutions. |
| <b>80 – 89%</b>  | <b>Excellent (Comprehensive)</b><br>The Tenderer has provided a strong and comprehensive response addressing most of the requirements in detail, providing confidence that the requirements can be met in full.                                              |
| <b>70 – 79%</b>  | <b>Very Good</b><br>The Tenderer has provided a very good response addressing most of the requirements in sufficient detail, providing confidence that most requirements can be met.                                                                         |
| <b>60 – 69%</b>  | <b>Good</b><br>The Tenderer has provided a good and satisfactory response addressing most                                                                                                                                                                    |

|                      |                                                                                                                                                                                                                                                |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | of the requirements in sufficient detail, providing confidence that most requirements can be met.                                                                                                                                              |
| <b>50 – 59%</b>      | <b>Acceptable</b><br>The Tenderer has provided an acceptable response addressing some of the requirement with partial detail. There are a few concerns about whether or not the requirements can be met, which requires further clarification. |
| <b>Less than 50%</b> | <b>Unacceptable</b><br>The Tenderer has provided a minimal response addressing some of the requirement with very little detail. The response provided does not provide full confidence that the requirements can be met.                       |

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

**NOTE 5: (IF APPLICABLE)** The lowest cost tender that also meets all of the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

|                                            |                                          |
|--------------------------------------------|------------------------------------------|
| <b>Lowest Cost from a Bona Fide Tender</b> | <b>A</b>                                 |
| <b>Cost for the tender being evaluated</b> | <b>B</b>                                 |
| <b>Maximum Points available for Cost</b>   | <b>C</b>                                 |
| <b>Formula employed</b>                    | <b><math>\frac{A \times C}{B}</math></b> |

**NOTE 6:** TIE BREAK: If the evaluation results in a tie between two or more Tenders, then the Tender with the highest score for the 'Qualitative' Criterion set out below shall be deemed the Most Economically Advantageous Tender.

1. Criterion B: Quality and fitness for purpose of all products offered including clarity of the response
2. Criterion C: Delivery
3. Criterion D: After Sales Support including contract management
4. Criterion E: Green Public Procurement Initiatives – Sustainability, Environmental and Innovation and Added Value
5. In the event of a tie and there being no difference in the 'Qualitative' Criterion scores, then the Tender with the highest score for the criterion 'Cost' shall be deemed the Most Economically Advantageous Tender.
6. Where a tie still remains after the application of the above criteria, Longford and Westmeath Education and Training Board (LWETB) reserves the right to determine the ranking by way of a transparent random selection process. Conducting the draw in the presence of an independent observer.

## APPENDIX 1 – INSTRUCTIONS TO TENDERERS

### (a) Submission of Tenders

Longford and Westmeath Education and Training Board (LWETB) is using the tender post-box facility and tenders must be submitted electronically via the e-Tenders post-box facility on [www.etenders.gov.ie](http://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. Longford and Westmeath Education and Training Board (LWETB) 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 CFT. Tenders must produce their response as a **SINGLE UPLOADED FILE, which is clearly labelled, page numbered and indexed**.

Tenderers must complete the LWETB Tender Response Document (TRD) covering both the Selection Criteria and the Award Criteria as part of their tender submission. For the purposes of clarity, the

LWETB Tender Response Document (TRD) is the only document that will be evaluated – no other uploads will be evaluated for this competition.

Please strictly adhere to word counts where applicable as outlined in the Tender Response Document. LWETB reserve the right to evaluate to the maximum word count for each criteria and therefore additional wording in excess of the stated maximum word count will not be evaluated.

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 post-box and a one-hour limit for upload. In order to submit a document to the electronic post-box, 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. LWETB have uploaded a separate document with information on submitting tender documents on eTenders. Please review this document in advance of uploading and submitting your response.**

The closing date for receipt of tender applications is **14.00 hours (Local Time) on 29th September 2026.**

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.**

Tenders must be submitted in English.

**Please note:** guidance for submission of tenders has been uploaded to assist with completing a tender submission. Please refer to this document for further assistance.

### **(b) Queries**

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 Longford and Westmeath Education and Training Board (LWETB) should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents.

Longford and Westmeath Education and Training Board (LWETB) 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.

All queries regarding this tender should be through the Questions and Answers facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). The closing date for receipt of queries is **14.00 hours (Local Time) on 22<sup>nd</sup> September 2026**.

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 Longford and Westmeath Education and Training Board (LWETB) 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 Longford and Westmeath Education and Training Board (LWETB), be referred back to the tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

Longford and Westmeath Education and Training Board (LWETB) reserves the right to disqualify incomplete tenders.

#### **(d) 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.

#### **(e) Extension of Tender Period**

Longford and Westmeath Education and Training Board (LWETB) reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing via eTenders to all parties who have expressed an interest in the notice 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 e-tenders post-box facility on [www.etenders.gov.ie](http://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.

#### **(g) Cost of Preparation of Tender**

Longford and Westmeath Education and Training Board (LWETB) 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 or provide samples of their products.

#### **(h) 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.

#### **(i) 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.

A schedule of payments will be agreed with the successful tenderer. Longford and Westmeath Education and Training Board (LWETB) operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by Longford and Westmeath Education and Training Board (LWETB) is normally Electronic Funds Transfer.

**Note:** Longford and Westmeath Education and Training Board (LWETB) will be rolling out e-invoicing during the term of the contract / framework and tenderers may be required to issue their invoices to the sector in an E-invoice format that is compliant with the PEPPOL directive.

#### **(j) Conflict of Interest**

It will be a condition of award of this contract, and any subsequent contract that the successful tenderer(s) are awarded, that any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Longford and Westmeath Education and Training Board (LWETB). Any registrable interest involving the tenderer and Longford and Westmeath Education and Training Board (LWETB) or employees of Longford and Westmeath Education and Training Board

(LWETB), or their relatives must be fully disclosed in the tender submission or should be communicated to Longford and Westmeath Education and Training Board (LWETB) immediately upon such information becoming known to the tenderer. 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.

#### **(k) Freedom of Information Acts**

All responses to this call for tender (CFT) 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 call for tender (CFT) 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. Longford and Westmeath Education and Training Board (LWETB) 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 Longford and Westmeath Education and Training Board (LWETB)'s obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. Longford and Westmeath Education and Training Board (LWETB) 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.

#### **(l) 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](mailto:nonrestaxclearance@revenue.ie). Longford and Westmeath Education and Training Board (LWETB) will satisfy themselves that any tenderers being considered for award of a framework 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

Longford and Westmeath Education and Training Board (LWETB) has the permission to verify its tax cleared position at any time during the term of the framework agreement.

**(m) 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).

**(n) Irish Legislation and Law**

The contract[s] awarded on foot of this tender process will be governed by Irish law.

**(o) Dignity at Work**

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer Longford and Westmeath Education and Training Board (LWETB) is committed to a policy of equality opportunity for all personnel.

**(p) Clarification of Tenders**

Longford and Westmeath Education and Training Board (LWETB) 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 Longford and Westmeath Education and Training Board (LWETB).

**(q) 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. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by Longford and Westmeath Education and Training Board (LWETB) 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.

**(r) Change in the Composition of a Tender**

Longford and Westmeath Education and Training Board (LWETB) reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

**(s) Interference and Inducement to Purchase**

Any effort by the tenderer to unduly influence Longford and Westmeath Education and Training Board (LWETB), 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.

**(t) Notification of Tender Evaluations**

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

On a voluntary basis Longford and Westmeath Education and Training Board (LWETB) undertakes that no framework agreement will be signed or take effect until at least seven (7) days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition ("Standstill Period"). The bidder will be notified of the decision of Longford and Westmeath Education and Training Board (LWETB) and of the expiry date of the Standstill Period.

**(u) Award Notices**

Following the award of contract, award notices will be published on a quarterly basis in [www.etenders.gov.ie](http://www.etenders.gov.ie) for all national contracts exceeding €25k in value. This notice will state the name(s) of the successful tenderer(s).

**(v) Policy on Personal Debriefings**

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints Longford and Westmeath Education and Training Board (LWETB) will not be offering individual debriefing meetings to unsuccessful bidders.

**(w) Copyright**

Longford and Westmeath Education and Training Board (LWETB) will have copyright ownership of any material developed for use by Longford and Westmeath Education and Training Board (LWETB) under

the terms of this tender. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful tenderer)

**(x) 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, 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".

**(y) Payment**

A schedule of payments will be agreed with the successful tenderer. Longford and Westmeath Education and Training Board (LWETB) operates in accordance with S.I. 580 of 2012 which transposes EU Directive 2011/7/EU on combating Late Payment in commercial Transactions. The method of payment used by LWETB is normally Electronic Funds Transfer

**(z) Right Not to Award**

Longford and Westmeath Education and Training Board (LWETB) 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 to source the requirement with more than one service provider.

The call for tender (CFT) is issued in good faith; however, Longford and Westmeath Education and Training Board (LWETB) 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.

**(aa) Environmental Aspects**

Longford and Westmeath Education and Training Board (LWETB) 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.

**(bb) Accessibility**

In line with the Disability Act 2005, accessibility requirements should be clearly stated in the call for tender (CFT) / quotations where applicable. Under Section 27 of the Act Longford and Westmeath Education and Training Board (LWETB) is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

**(cc) 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 LWETB staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

**(dd) Collusive Tendering**

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

**(ee) Consortia and Prime Subcontractors**

Longford and Westmeath Education and Training Board (LWETB) seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contracts that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

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 CFT LWETB will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor"). The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email 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.

#### **(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) Data Protection**

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

Longford and Westmeath Education and Training Board (LWETB) will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this call for Tender (CFT).

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Tender Response Document (TRD) 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, Longford and Westmeath Education and Training Board (LWETB), 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 Longford and Westmeath Education and Training Board (LWETB) for the purposes of its participation in this Competition.

#### **(hh) Changes in Legislation**

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

#### **(ii) Publicity**

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this

tender/agreement other than with the prior written consent of Longford and Westmeath Education and Training Board (LWETB). 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.

Longford and Westmeath Education and Training Board (LWETB) will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

## APPENDIX 2 – Framework Requirements / Specifications

**To supply and commission the following:**

**Longford and Westmeath Education and Training Board College of Further Education Garrycastle  
Campus Athlone Co. Westmeath N37 X985**

**To supply and commission the following:**

**1 x Truck, Heavy-Duty 6x2 Chassis Day Cab Specification**

### **Introduction**

Longford and Westmeath Education and Training Board (LWETB) is seeking to procure a Heavy Goods Vehicle (HGV) for use in the delivery and development of Category C driver training and associated education and training activities.

The vehicle will provide learners with access to practical, industry-relevant driver training and support the development of skills required for employment across the transport, logistics and other sectors where Category C driving qualifications are required.

LWETB requires a modern, reliable and fit-for-purpose rigid HGV which is suitable for Category C driver training and for presentation at the Category C driving test in Ireland. The vehicle must meet all applicable statutory, roadworthiness and RSA requirements and be suitable for the installation of instructor dual controls.

Following procurement, LWETB intends to separately fit the vehicle with a specialist “cheese-wedge” loading body. The body will be designed to facilitate the transport and loading/unloading of vehicles and will incorporate ISO twist-lock mounting points to enable the secure carriage of compatible shipping containers and other containerised training equipment. The supply and installation of this body is outside the scope of this tender.

The chassis and vehicle supplied under this competition must therefore be suitable for the subsequent installation and operation of the proposed body and its intended loads. Tenderers will be required to provide sufficient technical information regarding chassis configuration, dimensions, permissible axle loads, payload capacity and body-mounting arrangements to support the subsequent body design and installation.

The objective is to provide LWETB with a versatile, safe and industry-relevant HGV which can support Category C driver training while also providing a flexible platform for the transport and deployment of vehicles, equipment and containerised training resources.

## **Vehicle Configuration**

- Vehicle Type: Rigid chassis cab
- Cab Type: Day cab
- Axle Configuration: 6x2
- Drive Configuration: Rear-wheel drive via single driven rear axle
- Auxiliary Axle: Rear steering/lift axle
- Chassis Construction: High-strength steel ladder frame
- Application Category: Construction and vocational transport
- Future use configuration: Capable of supporting a Cheesewedge flatbed body with container ISO locks (not to be supplied as part of this tender)

## **Powertrain**

### **Engine**

- Engine Type: Turbocharged inline six-cylinder diesel
- Displacement: 12.8 litres approx. (13-litre class)
- Emissions Standard: Euro VI
- Fuel System: High-pressure common rail injection
- Maximum Power: 460 hp (338 kW)
- Maximum Torque: 2,300 Nm approx.
- Turbocharger: Variable geometry turbocharger
- Engine Brake: Integrated compression brake

### **Exhaust After-Treatment**

- Selective Catalytic Reduction (SCR)
- Diesel Particulate Filter (DPF)
- AdBlue® dosing system
- Exhaust Gas Recirculation (EGR)

## **Transmission**

- Type: Automated manual transmission
  - Gears: 12 forward speeds plus crawler ratios
  - Clutch: Electronically controlled dry clutch
  - Power Take-Off (PTO): Provision available
  - Driving Modes:
    - Economy
    - Standard
    - Performance
    - Off-road
- 

## **Axles**

### **Front Axle**

- Capacity: 8,000 kg
- Suspension: Parabolic leaf springs or air suspension option

### **Driven Rear Axle**

- Hypoid single-reduction axle
- Differential lock fitted as standard
- Capacity: 13,000 kg

### **Auxiliary Rear Axle**

- Steerable and liftable axle
- Capacity: 7,500 kg

## **Suspension**

### **Front**

- Parabolic steel springs
  - Anti-roll bar
  - Hydraulic shock absorbers
-

## **Rear**

- Electronically controlled air suspension
- Ride-height adjustment
- Chassis levelling function

## **Braking System**

- Full pneumatic dual-circuit braking system
- Electronic Braking System (EBS)
- Anti-lock Braking System (ABS)
- Electronic Stability Control (ESC)
- Traction Control System (ASR)
- Hill Start Aid
- Disc brakes all round
- Engine compression brake

## **Steering**

- Hydraulic power steering
- Adjustable steering column
- Steering-assisted auxiliary axle

## **Weights and Capacities**

- Gross Vehicle Weight (GVW): 26,000 kg
- Gross Combination Weight (GCW): Up to 44,000 kg
- Front Axle Rating: 8,000 kg
- Rear Bogie Rating: 18,000 kg

## **Fuel and AdBlue**

### **Fuel Tank**

- Aluminium construction
- Capacity: 450 litres approx

### **AdBlue Tank**

- Capacity: 64 litres approx
- 

## **Day Cab Equipment**

### **Driver Environment**

- Air-conditioned cab
- Air-suspended driver's seat
- Adjustable steering wheel
- Digital driver information display
- Multi-function steering wheel
- Cruise control
- Electric windows
- Electrically adjustable heated mirrors
- Central locking

### **Storage**

- Overhead storage compartments
- Dashboard storage trays
- Door pockets
- Document holder

### **Safety Features**

- Advanced Emergency Braking System (AEBS)
- Lane Departure Warning System (LDWS)
- Driver attention monitoring
- Tachograph

- Adaptive cruise control capability
- Reverse alarm preparation
- Daytime running lights
- LED rear lighting
- Cyclops Mirrors
- Capable of being fitted with twin controls (Vehicle may be used as a driver training vehicle and will need to be configured in the future)

### **Electrical System**

- 24-volt electrical architecture
- Heavy-duty alternator
- Battery isolator switch
- Bodybuilder electrical interface
- Trailer electrical connections

**Service and maintenance** available within 45 minutes of LWETB Athlone Training Centre

**Please indicate lead time from order and warranty.**

**Please send specifications with quote.**

**Delivery** to Garrycastle Campus no later than 23<sup>rd</sup> December 2026.

**Invoice** by Email to [LWETB\\_Finance@esbs.gov.ie](mailto:LWETB_Finance@esbs.gov.ie) no later than 23<sup>rd</sup> of December 2026

### APPENDIX 3 – LIST OF LWETB SCHOOLS / CENTRES/ ADMIN OFFICES

| Post Primary Schools            | Address                                                                  | Eircode  |
|---------------------------------|--------------------------------------------------------------------------|----------|
| Ard Scoil Phádraig, Granard     | Granard, Co Longford                                                     | N39 RR79 |
| Athlone Community College       | Retreat Road, Athlone, Co Westmeath                                      | N37 Y985 |
| Ballymahon Vocational School    | Main Street, Ballymahon, Co Longford                                     | N39 HK23 |
| Castlepollard Community College | Mullingar Road, Castlepollard, Co Westmeath                              | N91 EF89 |
| Columba College Killucan        | Killucan, Co Westmeath                                                   | N91 ET78 |
| Lanesboro Community College     | Ballymahon Road, Lanesboro, Co Longford                                  | N39 NN52 |
| Mullingar Community College     | Millmount Road, Mullingar, Co Westmeath                                  | N91 TC59 |
| Templemichael College, Longford | Templemicheal, Longford, Co Longford                                     | N39 DA02 |
| St Anthony's Athlone            | St Mary's Hall Community Centre, Northgate Street, Athlone, Co Westmeath | N37 N1W3 |

| Primary Schools                      | Address                           | Eircode  |
|--------------------------------------|-----------------------------------|----------|
| Cornamaddy Community National School | Cornamaddy, Athlone, Co Westmeath | N37 TR23 |

| FET Centres/Campuses      | Address                                                                | Eircode  |
|---------------------------|------------------------------------------------------------------------|----------|
| Ballymahon Campus         | Old Convent Building, Main Street, Ballymahon, Co Longford             | N39 D9P3 |
| Ball Alley Lane Athlone   | Business Development Centre, Ball Alley Lane, Athlone, Co Westmeath    | N37 C8W6 |
| Belvedere Campus          | Mullingar, Co Westmeath                                                | N91 EF80 |
| Clonown Road Campus       | Unit 1, Deerpark Commercial Centre, Clonown Road, Athlone Co Westmeath | N37 T6X0 |
| Connolly Campus, Block A, | Church Street, Longford, Co Longford                                   | N39 HR68 |
| Connolly Campus, Block B, | Battery Road, Longford, Co Longford                                    | N39 N880 |

|                                                             |                                                                                  |          |
|-------------------------------------------------------------|----------------------------------------------------------------------------------|----------|
| Connolly Campus, Block C<br>(Longford Admin Office/College) | Battery Road, Longford, Co Longford                                              | N39 YV90 |
| Connolly Campus,<br>(Longford YouthReach)                   | Battery Road, Longford, Co Longford                                              | N39 K7W4 |
| Connolly Campus,<br>(Longford College of Further Education) | Battery Road, Longford, Co Longford                                              | N39 RK72 |
| Delvin Campus, Main Building                                | The Courtyard, Main Street Delvin, Co Westmeath                                  | N91 C8CP |
| Delvin Campus, Training (Shop Units)                        | Main Street Delvin, Co Westmeath                                                 | N91 T634 |
| Garrycastle Campus                                          | Garrycastle, Athlone, Co Westmeath                                               | N37 X985 |
| Granard Campus                                              | Main Street, Granard, Co Longford                                                | N39 Y952 |
| Kilbeggan Campus                                            | Unit 2A, Midlands Gateway Business Park,<br>Comagh Road, Kilbeggan, Co Westmeath | N91 NX98 |
| Marlinstown Campus                                          | Block A, Marlinstown Business Park, Mullingar, Co Westmeath                      | N91 W5NN |
| O'Growney Drive Campus                                      | O'Growney Drive, Ashe Road, Mullingar, Co Westmeath                              | N91 H292 |

| <b>Admin Buildings</b> | <b>Address</b>                                                 | <b>Eircode</b> |
|------------------------|----------------------------------------------------------------|----------------|
| LWETB Head Office      | Block A, Marlinstown Business Park,<br>Mullingar, Co Westmeath | N91 RW96       |

Please note additional schools/centres/admin offices may be added/removed in the term of the contract at the discretion of LWETB.

## APPENDIX 4 – Location Map of LWETB Schools/Campuses/Admin Offices

