



**Comhairle Contae
an Chabháin**
Cavan
County Council

OPEN PROCEDURE REQUEST FOR TENDER FOR A CONTRACT

Scope of Contract

Request for Tender for Supply of a Second-Hand Large Panel Van for Community Service Delivery Across County Cavan

RFT Local Reference

TEN2600164

Procedure

Open Procedure – National Level

Key Dates

Issue Date

As per etenders

Closing Date for Queries

28th September 2026 at 12.00 noon

Closing Date for Tender Submissions

5th October 2026 at 12.00 noon

Contact for Queries

Tender Queries to be submitted via the Messaging facility on www.etenders.gov.ie

Format for submission of tenders- use the Tender Response Document provided

Tender responses to be returned electronically Via www.etenders.gov.ie only

Or

Tenders must be received not later than the closing date for receipt of Tenders.

Tenders that are received late will not be considered in this competition.

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie.

Registration is free of charge and there is no charge for documents.

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

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

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

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

1.2 Small and Medium Enterprise Participation

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

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

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

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

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

2. SCOPE OF THE CONTRACT

2.1 Overview of the Requirement

Cavan County Council is seeking quotations for the supply and delivery of a second-hand large panel van to support community service delivery across County Cavan. The vehicle will be used to facilitate community outreach, engagement and service provision activities and must be suitable for transporting equipment and resources across a range of locations throughout the county. Tenderers are required to provide a vehicle that meets the minimum requirements set out in Appendix 1 - Vehicle Specification and to provide all supporting information requested in the Tender Response Document and Pricing Schedule. Full details of the minimum requirements, preferred features and information to be provided with the quotation are contained in Appendix 1 and should be read in conjunction with this Request for Tender

Suppliers may submit quotations for up to **three (3) vans**, each of which must comply with the requirements detailed in **Appendix 1 - Vehicle Specification**. Each vehicle offered shall be evaluated on its own merits against the award criteria and specification requirements.

2.2 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	As per page 1 of the RFT
Closing date for Queries	As per page 1 of the RFT
Closing date for Receipt of Tenders	As per page 1 of the RFT
Clarification meetings (if anticipated)	N/A
Award decision	October 2026
Contract Commencement	October 2026

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

2.3 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

2.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the requirements set out in this RFT and Conditions as contained in Appendix A.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a

query in accordance with the procedure described in the Instructions to Tenderers (Section 6) of this document.

2.5 Award to Runner Up

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

3. DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

3.1 Specification

Refer To Appendix 1

3.2 Details of Options

Suppliers may submit quotations for up to **three (3) vans**, each of which must comply with the requirements detailed in **Appendix 1 - Vehicle Specification**. Each vehicle offered shall be evaluated on its own merits against the award criteria and specification requirements.

Delivey Location
Cavan County Council,
Cavan Courthouse, Farnham St,
Abbeyland, Cavan,
H12 R6V2

Vehicle must be registered with Irish plate and VRT and import/ excess duties to be paid for by the supplier prior to delivery.

3.3 Duration

- The contract will be for a period of 1 month.

3.4 Indicative budget

The indicative budget for the contract is **30,000 (ex. VAT)**

3.5 Pricing

- All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation/Covid 19 Costs/Customs related costs etc), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

- Tenderers must confirm that all prices quoted in their RFT Submission will remain valid during the specified (**tender validity period**) commencing from the Tender Deadline date.

3.6 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with

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

all matters in relation to contracts and be responsible for the satisfactory delivery of the **supplies** required. The duties of the contract manager will include the following:

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

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

4. SELECTION CRITERIA

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

4.1 General, Legal and Financial Requirements

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

5. AWARD CRITERIA

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

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

Please note that the maximum overall marks available is xxxxx (100%).

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	70	700	N/A
Title	THE COST CRITERION - Lump Sum Price		
Description	Please complete the Form of Tender provided in the Tender Response Document and Pricing Schedule		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	300	N/A
Title	Vehicle Quality and Suitability		
Description	Description: Tenderers shall provide details and evidence in relation to: • Vehicle age and registration year • Mileage • Service history • NCT/CVRT status (as applicable) • Overall vehicle condition • Compliance with the required specification Any additional features or equipment offered		

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

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

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

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 50% is unacceptable		
25 – 49%	Mediocre	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.
1 – 24%	Poor	Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and a fail.
0%	No response	Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

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

The relevant Score % awarded will be applied to the max Score available for the Quality Criterion /Sub Criterion in question to calculate the Score awarded to the Tenderer for that Criterion / Sub criterion.

Where Sub Criterion are used - each of the Tenderers Sub Criterion Scores will be added together under the relevant Main Criterion to give the Tenderers Total Score for Quality for that Main Criterion.

Where applicable each of the Tenderers Total Quality Criterion scores must meet the minimum marks required for the Criterion in question. Failure to do so will eliminate the Tenderers from the competition.

Each of the Tenderers Quality Criterion Scores will be added together to give the Tenderers Total Overall Quality Score.

Finally, the Tenderers Cost Score and their Total overall Quality Score will be added together to give the Tenderers full and final score.

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

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

5.3 Post Tender Clarification

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

5.4 Verification Meetings

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

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

5.5 Clarification of Abnormally Low Tenders

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

5.6 Right to Confirm Suitability

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

6. INSTRUCTIONS FOR TENDERERS

6.1 Submission of Tenders

(a) Submission of Tenders via www.etenders.gov.ie

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

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

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

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline. Tenderers should note that in the electronic tenderbox, there is currently a file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

6.2 Closing date for Tenders

The closing date for tender submission is specified on **Page 1 of this RFT**.

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

6.3 Queries

The closing date for submitting queries is specified on **Page 1 of this RFT**.

All queries regarding this tender should be through the messaging facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible and before the query closing date.

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

6.4 Extension of Tender Period

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

6.5 Tender Validity Period

To allow sufficient time for Tender assessment a **Tender Validity period of 30 days** is required, this period commencing on the closing date by which the Tenders are to be returned (Tender Deadline date).

6.6 Discrepancies between Documents

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

6.7 Formatting of Tenderers / Amendment of Tender Documentation

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

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

6.8 Collusive Tendering

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

6.9 Confidentiality

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

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

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

6.10 Clarification of Tenders

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

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

6.11 Correction of Errors

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

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

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

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

6.12 Change in the Composition of a Tenderer

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

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

6.13 Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 Conflict of Interest

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

6.15 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes

(but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email accessible by the public at large and the representatives of such media.

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

6.16 Right Not to Award

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

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

6.17 Notification of Tender Evaluations

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

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

Potential outcomes can be:

- Award of Contract
- Letter of Regret
- Decision not to proceed with the Award of Contract

6.18 Award Notices

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

6.19 Policy on Personal Debriefings

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

6.20 Copyright

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

6.21 Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.22 Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices.

Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

6.23 Knowledge and Skills Transfer

It will be a condition of the contract that (where applicable) opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the Contract.

6.24 Currency and Payment

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

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

6.25 Irish Legislation and Law

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

6.26 Anti-Competitive Conduct

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

6.27 Accessibility / Dignity at Work

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

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

6.28 Withholding Tax

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

6.29 Freedom of Information

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.30 Late Payment

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

6.31 Data Protection

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

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

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

6.32 Changes in Legislation

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in circulars, laws,

regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

6.33 Health and Safety

The Successful Tenderer must comply with Cavan County Council's Health & Safety requirements and must upon request complete and submit to the satisfaction of Cavan County Council, their required documentation.

6.34 Insurance

The Successful Tenderer must comply with Cavan County Council's Insurance requirements as detailed in this RFT, and must upon request submit to the satisfaction of Cavan County Council, the required documentation. The successful Tenderers insurer must have the appropriate authorisation for this jurisdiction (Republic of Ireland). The successful Tenderers insurer should be registered on the Central Bank of Ireland (CBI) Register.

If the successful Tenderers insurer cannot be found on the (CBI) Register, then the following will be looked for:-

- a. written confirmation from the successful Tenderers insurers that they have the appropriate authorisation for this jurisdiction (Republic of Ireland)
- b. clarification from the successful Tenderers insurers as to why they are not listed by the CBI as an authorised insurer.

6.35 Covid-19 – National 'Protocol Measures'

Tenderers are advised that they must take into account the Governments Protocol Measures to prevent the spread of COVID 19 (as updated). The delivery of the works and service under this competition will require the Successful Tenderers compliance with the relevant Protocol Measures.

All Tenders are advised that they must take into account these Protocol Measures (as updated) when tendering and their tendered sum and / or rates must also reflect same. Tenderers are advised that additional charges for any costs incurred in respect of these measures will not be permitted.

6.36 Data Processing Declaration

The Successful Tenderer must comply with Cavan County Council's Data Processing requirements and will be required prior to any contract awarded under this RFT, to complete the Councils Data Processing Declaration Form in respect of the Supplies/Services being procured under this RFT.

Cavan County Councils "Data Processing Declaration Form" along with the relevant appendices (if applicable) must upon request be completed in full and submitted to Cavan County Council. **Appendix 2 refers.**

TENDERERS CHECKLIST – FOR TENDER SUBMISSIONS

All Tenderers must submit the following - completed in accordance with this RFT.

- Tender Response Document - (TRD)
- Pricing document (Note Supplier are allow offer 3 number suitable van)

Failure to submit any of the above documents in the format provided and in accordance with this RFT will invalidate the tenderers submission, and they will be excluded from the competition.

APPENDIX 1 - SPECIFICATION

Vehicle Specification

- Large panel van, Minimum internal load length of 3.4m (approximately 12 feet). Vehicle to be broadly equivalent in size and carrying capacity to an Opel Movano L3H2 or similar
- **Model year 2025 or newer**
- Maximum mileage of 40,000 km. Vehicles with lower mileage may score higher under the quality evaluation criteria.
- Diesel / petrol/ electric engine
- Manual or automatic transmission
- The vehicle must have a valid CVRT certificate at the date of delivery or be supplied with a new CVRT where required

Load Space Requirements

- Minimum internal load length of 3.4m
- Approximate internal load height of **6 feet (1.8m)**
- Long wheelbase configuration
- High roof configuration

Access Requirements

- Side sliding loading door
- Twin rear full-height opening doors
- Rear doors capable of opening to a minimum of 180 degrees

Preferred Features

- Air conditioning
- Bluetooth connectivity
- Reverse parking sensors
- Rear-view camera (preferable)
- Full steel bulkhead
- Cargo area lighting

Information Required

Please include the following details with your quotation:

- Make and model
- Registration year
- Current mileage
- Vehicle specification
- Service history
- Number of previous owners
- Warranty details
- Photographs of the vehicle
- Total price (ex VAT)
- Estimated delivery timeframe

APPENDIX A – SUPPLIES CONTRACT

See separate document / N/a