

INVITATION TO TENDER

Contracting Authority	Galway and Roscommon Education and Training Board (GRETb)
Nature of Procurement	Multi-Party Framework Agreement for The Supply of Bus Hire Services to Galway and Roscommon Education and Training Board - Coláiste Bhaile Chláir
Type	Services
Procedure	OPEN – OJEU
Stage in Procedure	Single Stage Tender Procedure
eTenders CFT ID	CFT 6837101
Issue Date	23rd October 2025
Closing Date for Queries	20th November 2025 @ 12 noon
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie
Closing Date / Time for receipt of Tenders	1st December 2025 @ 12 Noon
<i>Please note that information relating to this Invitation to Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority cannot accept responsibility for information relayed (or not relayed) via third parties.</i>	
<i>Galway and Roscommon Education and Training Board (GRETb) have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender.</i> <i>This document and format must be used.</i>	
<i>Registered Charity Number 20083427</i>	

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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 the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority 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, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

2. Summary

Contracting Authority:	Galway and Roscommon Education Training Board
Nature of procurement:	Multi-Party Framework Agreement for The Supply of Bus Hire Services to Galway and Roscommon Education and Training Board - Coláiste Bhaile Chláir
Type:	Services
Procedure:	Open - OJEU
Stage in procedure:	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 the Contracting Authority

Education and Training Boards (ETBs) are statutory authorities which have responsibility for education and training, youth work and a range of other functions. Formerly known as Vocational Education Committees (VECs) ETBs manage and operate second-level schools, further education colleges, multi-faith community national schools and a range of adult, further education and training centres delivering education and training programmes, including 19 (former FÁS) training centres. There are 16 Education and Training Boards spread throughout the country with over 650 sites under their remit. The Chief Executive (CE) of each ETB carries out the executive functions of the ETB, including those in relation to procurement.

Galway Roscommon Education and Training Board (GRETb) offers an extensive range of education and training services across locations in Galway and Roscommon including Primary Education, Post Primary Education, Further Education and Training, Outdoor Education, Music Education and Youth Services. GRETb delivers education and training programmes from nineteen training centres. For more information visit www.gretb.ie and www.etbi.ie.

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, coordinate 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.

For more information on ETBs and ETBI go to www.etbi.ie.

Small and Medium Enterprises (“SME”)

GRETb policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”) in this competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, (subject to paragraph on Consortia and Prime/Subcontractors) 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 paragraph on Consortia and Prime/Subcontractors) 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.

Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this Invitation to Tender, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity 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 will NOT be accepted, acknowledged or responded to.

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

Commercially Sensitive Information

Tenderers are requested to clearly identify any information within their tender response document which they consider to be commercially sensitive and provide justification for its sensitivity. This is in order to facilitate GRETB's compliance with its obligations under the Freedom of Information Act IF an FOI request is received.

4. Scope of the Framework Agreement

The Contracting Authority proposes to engage in a competitive process for the establishment of a Multi-Party Framework Agreement for the supply of Bus Hire Services to Galway and Roscommon Education and Training Board (GRETB) – Coláiste Bhaile Chláir.

Bus Hire Services for GRETB will provide buses for students/participants and staff travelling from and to Schools and Centres for various individual trips which may include day trips, sporting events, competitions, careers fairs, science outings, debates and award ceremonies etc. This list is not exhaustive. It is the intention of GRETB to establish a Multi-Party Framework Agreement from which call-off contracts will be run by GRETB's Coláiste Bhaile Chláir as requirements arise over the lifetime of the Framework.

Tenderers are advised that GRETB may choose not to award.

GRETb may use the Cascade, Mini-Competition or Request for Quote Method for awarding contracts under the Framework Agreement (as appropriate) as described in 4.4 of this Invitation to Tender.

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

GRETb does not bind itself to accept the lowest priced or any Tender.

This Invitation to Tender does not constitute an offer or commitment to enter into a Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority.

No contractual rights in relation to any Framework Client will exist unless and until a formal written Services Contract has been executed by or on behalf of the Framework Client.

Any notification of preferred bidder status by GRETB shall not give rise to any enforceable rights by the Tenderer.

GRETb may cancel this Competition at any time prior to a formal written Framework Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the successful Tenderer(s).

4.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-party framework agreement with **at least two** operators, subject to that number meeting the minimum criteria and rules. There is no maximum number of members who can be appointed to a Lot.

4.2 Duration of the Framework Agreement

This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulation 2016 (Statutory Instruments 284 of 2016_ (the “Regulations”). Any Framework Agreement that may result from this competition will be subject to paragraph 4.3 below, if applicable, be for a term of two (2) years (“the Term”).

GRETB reserves the right, at its discretion, to extend the term for a period or periods of up to Twelve (12) months with a maximum of two (2) such extension or extensions on the same terms and conditions, subject to GRETB ‘s obligations at law.

Each framework agreement will be for a maximum of four (4) years duration, subject to satisfactory performance, business needs and budgetary constraints.

For the avoidance of doubt, the Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

4.3 Estimated Value of the Framework Agreement

The estimated total value of expenditure on the supplies to be provided is approximately €500,000 for the duration of the framework for Bus Hire Services.

Tenderers should note that this figure is provided strictly for indicative purposes only, based on current and future expected provisions and there is no guaranteed expenditure under the framework agreement. Requirements will be drawn down by GRETB only as and when they arise.

Tenderers should note that there is no guaranteed level of expenditure under this Agreement and the Framework Clients shall be under no obligation to purchase any minimum value of Services under this Framework Agreement.

4.4 Awarding Contracts under the Framework Agreements

In the case of the multi-party framework agreement contracts will be awarded as follows:

4.4.1 Use of the Cascade Method

Contracts will be drawdown through the application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where the first ranked firms are not in a position to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the framework members until the contract is awarded.

4.4.2 Use of a Mini Tender Competition

GRETb reserves the right to run a mini-tender competition between the framework members during the life of the framework, or where framework members can no longer perform the services in question. On such occasions, a Supplementary Call for Tender will be issued detailing the scope of requirements, the award criteria and a closing date and time.

4.4.3 Use of Request for Quote (RFQ)

RFQ's may contain the following information;

1. RFQ Reference Number
2. School/ centre name
3. RFQ Deadline Date and Time for submissions, by which responses **MUST** be received. Responses received after this date and time will not be accepted.
4. The description of the trip required by the school/ centre to include destination, number of passengers, any accessibility requirements, and any other specifics relevant to the trip.

Framework Members **MUST** confirm in their RFQ response that they can provide the service on the date and in the timeframe required.

Framework Members **MUST** state if requested the registration number of the vehicle to be used, the capacity of the vehicle and the name of the driver.

The responses to the RFQ will be evaluated by the school and the framework members who responded to the RFQ will be informed of the outcome of the RFQ by email.

If no tenderer on the framework is capable of supplying the Services required, GRETb reserves the right to run a mini competition for companies who can supply the services.

4.5 Review of Performance

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

Cost competitiveness, quality of service, reduced mobility access and reducing CO2 emissions will be the main criteria for measuring performance.

The precise KPIs for performance monitoring will be agreed with the framework members. It is expected that the successful tenderer(s) will take a proactive role in monitoring performance

with a view to making appropriate recommendations where necessary for continuous improvement. Examples of areas where KPI's would be considered: Quality of buses provided, Courtesy of drivers etc...

4.6 Account Management

4.6.1 Account Manager

GRETB requires tenderers 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 the Contracting Authority;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved; provide a robust complaints procedure must be in place which contains the following elements:
 - How complaints are logged
 - Individuals with responsibility for the complaint
 - Complaints reporting mechanism.
 - How issues are actioned and rectified to minimise reoccurrence
 - Mechanism for escalation where relevant and the timeframes around which complaints are handled and resolved.
 - Escalation policy
 - Dispute / Invoice Resolution
- Tenderers will be required to outline any specific terms and conditions, including but not limited to a cancellation policy, that applies to the supply of the service;
- 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 the Contracting Authority ways of improving efficiency regarding service delivery in general.
- Proactively discuss with the Contracting Authority ways of increasing sustainability in service delivery and suggest improvements in relation to how they can reduce their carbon footprint in the delivery of the framework without compromising the overall level of service.
- Available to the Contracting Authority between the hours of 9.00-17.30 Monday to Friday or the nominated deputy account manager if they are unavailable.
- Backup contact person in the event the dedicated Account Manager is unavailable.

NOTE: Tenderers will note that account management activities will be non-billable (i.e. the Contracting Authority will not pay separately for account management activities).

The Contracting Authority will nominate authorised staff to liaise with the successful Framework Member[s] and delegate as required.

4.6.2 Replacement Personnel

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

4.6.3 Invoicing

Invoices shall be submitted by the successful tenderer on a transactional basis for all costs incurred in the preceding month **to individual GRETB Sites where the services were ordered from**. All official invoices must quote each individual GRETB's site purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

GRETB operate a decentralised purchasing system, therefore it is critical that a supplier has the ability to invoice each individual GRETB site individually.

4.7 Award to Runner Up

If for any reason it is not possible to establish the framework or award the initial contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful tenderer has not met its obligations, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, 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.

4.8 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the framework member[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

4.9 Compliance with Terms and Conditions of the Framework Agreement

Admission to the framework will be conditional upon acceptance of the Contracting Authority's framework 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 Section (b) of this document.

4.10 Changes

It shall be the responsibility of the tenderer (in the event of success) to fulfill the obligations under the Framework 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.

5. Specification of Requirements

A framework agreement will be established on foot of this tender competition for GRETB – Coláiste Bhaile Chláir, Claregalway. Co Galway H91 XY8V.

5.1 Detailed Specification of Requirements

Tenderers will be required to clearly demonstrate they are able to provide bus services for Coláiste Bhaile Chláir.

5.1.1 Delivery of Service

GRETB will require Bus Hire Services for students/participants and staff travelling from and to Schools and Centres for various individual trips which may include day trips, sporting events, competitions, careers fairs, science outings, debates and award ceremonies etc. This list is not exhaustive. A variety of bus sizes (10-seater to 90-seater) will be required depending on number of staff/students travelling to an event. Wheelchair and powerchair accessible transport are essential. Some buses will be required to provide free Wi-Fi, Toilet facilities, Air Conditioning. Buses should not be more than 10 years old and must be Commercial Vehicle Roadworthiness Testing (CVRT) certified. Trip journeys will range from 3km to 200km approximately with return journeys required. Occasionally bus drivers may be required to wait. Situations will arise where a very short lead time is available, and buses required within 24 hours. Tenderers must outline any specific terms and conditions, including but not limited to a cancellation policy, that applies to the reliability and continuity of supply of the service.

The service provider will be required to have at their disposal suitably qualified drivers with relevant experience to deliver the services required including reserve and subcontracted drivers. The service provider will only provide staff who are suitably qualified to drive a bus and provide PSV Licences for each driver. The service provider will also be required to have a Road Passenger Transport Operators Licence.

Tenderers manpower **MUST** have sufficient knowledge of the English language which enables the driver/team members to communicate orally in English with students/participants and other third parties without the aid of a translator. Tenderers must have an understanding of the specific requirements relating to providing a transport service in education setting where there are children and/or vulnerable adults in attendance.

The service provider must confirm that they will comply with Garda vetting, in accordance with the National Vetting Bureau Act, (Children and Vulnerable Persons) 2012-2016.

The service provider will be required to have a company policy in place on its approach to Driver welfare and what procedures are in place to ensure Tachograph compliance.

The service provider will be required to provide details of all vehicles available to service GRETB's requirements.

Tenderers will be required to provide documentary proof of ownership of each vehicle they provide to GRETb. Every vehicle used to transport GRETb staff and students must be certified as roadworthy and adhere to the Commercial Vehicle Roadworthiness Testing requirement and vehicle maintenance. Documentary evidence of this will also be required.

The service provider will be required to outline their policy in the event of a breakdown or accident and what procedures will be followed and methods of communication utilised to provide a replacement bus, or in an emergency situation. The accident and reporting policy and procedures utilised must be provided. A first aid kit must be provided on all vehicles. In the event of the assigned driver not being available, what process will be followed to provide backup personnel.

5.1.1 Support Personnel and Driver Backup Team

Support Personnel

Provide details of all staff who will be supporting this contract and clearly indicate their roles and responsibilities.

Tenderers should demonstrate an understanding of the specific requirements relating to providing a transport service in education settings where there are children and/or vulnerable adults in attendance.

Driver Backup Team

In the event of the assigned driver not being available, please outline your procedure to allocate a replacement driver to the bus booking. Tenderers should state the number of back-up personnel available to provide the requirement of GRETb outside of the designated contract team (including confirmation of compliance with GRETb Garda vetting requirements for all back-up staff assigned to this contract). Replacements personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

5.1.2 Reduced Mobility Access

Tenderers should confirm that when required they have the capacity to provide transport with accessibility for passengers with reduced mobility as defined by the Department of Transport in their Sectoral Plan for Accessible Transport. Tenderers should advise in relation to ongoing and future initiatives to enhance accessibility and remove barriers in transportation for people with disabilities. Tenderers should provide details on how they would handle a situation where access for 2 wheelchairs is required. Please include in your response details of the buses in your fleet with reduced mobility access.

5.1.3 Green Procurement

Government policies supported shall include green procurement and sustainability through achieved reductions in carbon emissions; via continued improvements to vehicle technology and the option of including zero emission vehicles.

With awareness of climate change to the fore of most organisations, GRETB is cognisant of its responsibility and are adjusting its mindset and purchasing decisions with a view to sustainability. GRETB look to incorporate an environmental aspect relating to quality and sustainable products and services in their tender processes.

GRETb wish to encourage the engagement of services and the use of suppliers that have environmental awareness and sustainability to the fore.

Vehicles must be equipped with information / instructions on eco-driving. In the case of vehicles with an internal combustion engine, the user manual of the vehicle must include guidelines on early shifting, maintaining a steady speed at low revolutions per minute (RPM) and anticipating traffic flows. In case of hybrid and electric vehicles, the information must include the use of the regenerative braking to save energy. For plug-in hybrid electric vehicles and range extended electric vehicles, it must include specific instructions to maximise the distance driven electrically. This information may be provided in the form of training sessions.

GRETb wish to align its' GRETB brand with an environmentally friendly approach.

Tenderers are asked to take due consideration of Green Public Procurement (GPP)¹.

5.2 Pricing

All tenderers must complete the relevant Pricing Schedule for the trips/journeys specified at Appendix 2. All prices quoted must be in euro (€) only. All prices quoted shall be NET of VAT and inclusive of all costs. Value Added Tax rates (VAT), where applicable shall be shown separately.

Any discount applied in Costing Proposal shall be fixed for the term agreed with GRETB and will apply to all trips over the agreed duration.

Any price adjustments thereafter will be in line with CPI or other mechanism agreed between the parties. This is an indicative list for pricing purposes and there may be requirement for other trips which are not listed.

Price Stability must be confirmed whereby no price levies, supplements or surcharges shall be introduced without prior written agreement between you and the GRETB members. All

¹ GPP is defined as "A process whereby public and semi-public authorities meet their needs for goods, services, works and utilities by choosing solutions that have a reduced impact on the environment throughout their life-cycle, as compared to alternative products/solutions" Green Procurement – guidance for the Public Sector.

price changes need to be agreed between GRETB and the winning tenderer in advance of any increases/decreases.

Following the commencement of the framework, tenderers must confirm that all prices quoted remain valid for 180 days commencing from date of tender submission.

6. Evaluation Criteria

6.1 Selection Criteria

The OPEN procedure at European level is being used by the Contracting Authority for the award of this framework 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. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this competition.

6.1.1 General Information relating to the Tenderer

Please provide company name, address and contact details for individual responsible for this tender and company overview.

6.1.2 Legal Compliance

Please complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by SI 284 of May 2016. The declaration also covers compliance with relevant Statutory Obligations relating to labour law, employment law, etc.

6.1.3 Status of European Single Procurement Document (ESPD)

Under the 2014 Directives, suppliers may have compiled an ESPD which will be accepted as evidence of compliance with Section 6.1.2 (Legal) and Section 6.1.4 (A1 – A2) (Financial). However, GRETB requires evidence via completed submission of electronic ESPD or the document provided within the TRD relating to Technical Capacity Section 6.1.5 (A3 – A8) (online ESPD is also accepted). Mere confirmation **will not be** sufficient under these headings.

Tenderers are asked to demonstrate their legal, financial and technical capacity by responding to all the information requested above. In addition, 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.

Prior to the award of any framework agreement / contract, the Contracting Authority 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.

6.1.4 Economic and Financial Standing

In order to demonstrate a tenderers' suitability, tenderers must respond to the information set out below by completing the separate Tender Response Document.

A1 – A2

REF	TYPE OF DOCUMENTATION	PASS REQUIREMENT	Rule
A1	Company Summary	Please complete the table provided in the Tender Response document (TRD) with your Company Summary. If the Tenderer is a grouping, then separate information must be completed for each group member.	Pass/Fail
A2	Financial Capacity	A2.1 Insurance: Confirmation of the following insurances being in place and that if successful you agree to implement the following levels, promptly on award where these are not currently available. GRETB must be indemnified on all relevant policies. Employers Liability - €13 million** Public Liability - €6.5 million Motor Insurance – with unlimited indemnity in respect of third-party personal injury and a third-party property damage limit of not less than €6.5m for any claim or series of claims arising out of one incident. The insurance must also allow for the carriage of passengers for reward. GRETB are to be indemnified against any Road Traffic Act prosecution caused by the bus companies driver behaviour (speeding, dangerous driving, tachygraphy offences, etc.) A2.2 Up to date Tax Clearance Certificate or Online Verification details. Confirmation that the tenderer/all parties associated with the tenderer are fully tax compliant in accordance with the rules of the Irish Revenue Commissioners.	Pass/Fail

NOTE: 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 will 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.

6.1.5 Technical and Professional Ability

In order to demonstrate a tenderers' suitability, tenderers must respond to the information set out below by completing the separate Tender Response Document

A3 – A8

	SELECTION CRITERIA	PASS REQUIREMENT	Rule
A3	Previous Experience	Please provide details of 3 contracts undertaken within the last 3 years that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract. Be very clear what <u>your</u> organisation delivered under this contract.	Pass/Fail
A4	Manpower & Fleet.	Tenderers must demonstrate that they have at their disposal: <u>A4.1 Suitably qualified drivers</u> with the relevant experience to deliver the services required. <u>A4.2 Fleet details</u> of all vehicles available to service GRETB requirements.	Pass/Fail
A5	Proof of ownership	Documentary proof of ownership of each vehicle i.e. Vehicle owner documents or lease agreements he/she claims to own/lease and written confirmation of guaranteed access to the vehicles he/she intends to use as required.	Pass/Fail

A6	Certification Of Roadworthiness	Tenderers must provide evidence that their vehicles are roadworthy and have the necessary certificates.	Pass/Fail
A7	Health & Safety	Tenders must demonstrate operation of Health & Safety systems in line with the Safety Health & Welfare at work act 2015	Pass/Fail
A8	Licences	The following documentation will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any contract. (a) PSV Licence (b) Road Passenger Transport Operators Licence	Pass/Fail

In the event that Tender Applicants have previously been involved in providing Bus services for a School or Training centre within the GRET B area, they should not assume that GRET B is aware of their ability to address the requirements set out in this tender. No recognition will be given to information previously submitted. Only information provided in your tender response will be evaluated. The onus is on Tender's to ensure their tender response is complete and includes all relevant information.

Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

6.2 Award Criteria

Only tenders meeting the selection criteria and 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. Responses are required through completion of the Tender Response Document – Appendix 3.

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

Criteria		Weighting	Maximum Score	Minimum Score Required
A	Ultimate Cost	30%	3000	N/A
B	Delivery of Service • Specific Service Terms & Conditions/ Breakdown policy • Accident/Incident Policy • Reliability & Continuity of Supply of Services • Driver Wellbeing & Tachograph Compliance • Lead times required for booking of buses • Procedure when buses are required with a very short lead time e.g. 24 hours	30%	3000	1500
C	Support Team • Support Personnel • Driver Backup Team	15%	1500	750
D	Environmental • Vehicle CO2 Emissions • Electric Vehicles • Hybrid Vehicles	10%	1000	500

E	Account Management Requirements - Account Manager - Escalation Policy - Dispute/Invoice Resolution - Invoicing	10%	1000	500
F	Reduced Mobility Access - Reduced mobility access vehicles. - Initiatives to enhance accessibility and remove barriers in transportation.	5%	500	250

NOTE 1: Tenderers should note that they must achieve a minimum rating of 50% for each of the individual qualitative criteria (B) to (F) in order to avoid elimination from the competition.

Qualitative criteria will be scored using the following baseline scoring system:

- 5 Excellent response with very few or no weaknesses, that fully meets or exceeds requirements, and provides comprehensive, detailed and convincing assurance that the tenderer will deliver to an excellent standard.**
- 4 A very good response that demonstrates real understanding of the requirements and assurance that the tenderer will deliver to a good or high standard.**
- 3 A satisfactory response which demonstrates reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.**
- 2 A response where reservations exist. Response lacks full credibility /convincing detail, and there is a risk that the response (based on criteria) will not be successful.**
- 1 A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.**
- 0 Response completely fails to address the criteria under consideration**

NOTE 2: 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:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	350*
Formula employed	$\frac{350^* \times A}{B}$

NOTE 3: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

NOTE 4: Award of contract may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

NOTE 5: 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.

APPENDIX 1 - INSTRUCTIONS TO TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic post-box 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. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. The Contracting Authority takes no responsibility for documents which are not submitted by the Closing Date, for any reason. We advise that you should give sufficient time to upload all documents. Tenderers are fully responsible for the safe and timely delivery of the Tender via the eTenders platform.

In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email : irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

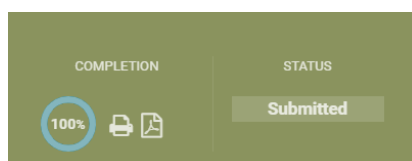
Accessing documents

It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

- (a) Log-in to the system
- (b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
- (c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
- (d) In the Show CfT Menu for the competition click on the “Expression of Interest” in the drop-down menu
- (e) Complete the “Association with the CfT” tab.
- (f) This will then provide you with a link to “Tender” under the Show CfT Menu

Submitting your Response

In responding to a competition without an electronic ESPD, several steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message like above, you have not submitted your response.

Please note that the screen may say OFFLINE, this is a technical feature of etenders and does not mean you cannot submit. Also, please note, you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a ZIP FILE to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

(b) Closing date for Tenders

The closing date for tender submission is specified on the title page.

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

Tenders that are received late or via other means will not be considered in this public procurement competition.

It is important to note that only persons who have downloaded and accepted a document can upload a submission

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

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie The closing date for receipt of queries as shown on Page 1 of this document.

Responses to queries will be issued via eTenders to all parties who have expressed an interest in the contract on that site, in order to ensure that no party has an unfair advantage over any other.

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

(d) Sufficiency & Accuracy of Tender

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

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

The Contracting Authority reserves the right to disqualify incomplete tenders.

(e) 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.

(f) Extension of Tender Period

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

(g) 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 before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received, by whatever means, after the closing time for receipt of tenders will not be considered.

(h) Cost of Preparation of Tender

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(i) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

(j) 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. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is Electronic Funds Transfer.

(k) Conflict of Interest

It will be a condition of award of this contract and any subsequent contract that the successful tenderer(s) that 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. 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.

(l) Freedom of Information Acts

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

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. the Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

(m) Tax Clearance

It will be a condition of award of this framework and any subsequent contract that the successful tenderer(s) comply with all EU and national tax laws. Tenderers are referred to the Irish Revenue web site <http://www.revenue.ie>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie. the Contracting Authority will satisfy themselves that any tenderers being considered for award of a framework 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 of tenderers acknowledge and agree that the Contracting Authority has the permission to verify its tax cleared position at any time during the term of the framework agreement.

(n) 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).

(o) Irish Legislation and Law

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

(p) 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.

(q) 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.

(r) 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 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.

(s) Change in the Composition of a Tender

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

(t) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(u) 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 the Contracting Authority undertakes that no framework agreement will be signed or take effect until at least seven (7) calendar 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 preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

(v) Award Notices

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

(w) 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.

(x) 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 licence to use such material but only for its own purposes (to be agreed with the successful tenderer).

(y) 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".

(z) Payment

A schedule of payments will be agreed with the successful tenderer. The Contracting Authority 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 the Contracting Authority is normally Electronic Funds Transfer

(aa) 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 to source the requirement with more than one service provider.

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

(bb) Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(cc) Accessibility

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.

(dd) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

(ee) Collusive Tendering

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

(ff) Consortia and Prime Subcontractors

The Contracting Authority 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 RFT the Contracting Authority 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.

(gg) 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.

(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.

APPENDIX 2 – Pricing Schedule

Please complete the separate Pricing Excel Schedule for applicable Lot/s and submit with the Tender Response Documents (Appendix 3).

APPENDIX 3 – Tender Response Document

*Tenderers are requested to clearly identify any information within their tender response document which they consider to be commercially sensitive and provide justification for its sensitivity. This is in order to facilitate GRETB's compliance with its obligations under the Freedom of Information Act **IF** an FOI request is received.*