



Request for Tender (RFT)

SHUTTLEBUS SERVICE FOR HSE CLIENTS AND STAFF

FOR

NATIONAL FORENSIC MENTAL HEALTH SERVICES (NFMHS)

HSE 28325

N.B.

If you have any queries or problems completing the document please raise a query via the messaging facility on www.etenders.gov.ie as soon as possible.

Tender Title	Shuttlebus for HSE Clients and Staff Transport
HSE Ref	HSE 28325
Introduction:	The HSE wishes to put in place a contract for the provision of a Shuttlebus and driver transport service for HSE clients and staff (hereafter ‘the Service User’) transport for the National Forensic Mental Health Services (NFMHS), Portrane, Co. Dublin (hereafter ‘the HSE’). The services provided under this agreement may also be availed of by other services operating within the location, subject to prior agreement and capacity. The National Forensic Mental Health Service (NFMHS) Portrane is a new state-of-the-art facility located 22km from Dublin City in Portrane, North County Dublin. We will provide care for 170 patients in the Portrane facility as well as community and prison in-reach services. The NFMHS Portrane has a Forensic Child and Adolescent Mental Health Service (FCAMHS) and an Intensive Care Rehabilitation Unit (ICRU). This facility has replaced the old HSE Central Mental Hospital facility that is located in Dundrum, Dublin. This is a new forensic hospital campus for the provision of a modern forensic mental health service and provides a network of forensic facilities to allow proper and timely intervention. This facility has 170 high and medium secure mental health beds for a range of adults and children who have a diverse range of healthcare, social and criminogenic needs and risks. The facility offers seven clusters of forensic mental health, each with their own specific nuances. These are as follows. • Intensive Care Rehabilitation Unit (ICRU) • Forensic Child and Adolescent Mental Health Facility (FCAMHS) • Pre-discharge Unit • Female Unit • Mental Health Intellectual Disability Unit • High Security Unit • Medium Security Unit The site also has a Village Centre, which will provide health, vocational, recreational and social opportunities for patients in the NFMHS Portrane. The key aims of the delivery of this service is to enable the service: • To provide an environment that positively supports a patient recovery; • Ensures that patients are living in accommodation appropriate to their needs and risks & modern healthcare standards; • To increase the number of high and medium secure beds in accordance with international comparisons and national need; • To deliver specialist secure care for MHID-F & CAMH-F patients;

	- To reduce the operating costs of the service pro rata; - To further modernise & improve clinical practice; - Reduce costs to the HSE for placement of patients in the UK, prisons & other HSE services; - Improve the quality of life of the patients and carers using our Services.
Description of Requirements	A Shuttlebus is required for approved Service Users requiring transport between: - Donabate train station and the NFMHS; - Swords Pavillions Shopping Centre and the NFMHS. The service runs from Monday to Sunday on scheduled routes with a scheduled timetable each week. The current services and service requirements are further detailed in section 2 <i>Specification of Requirement</i> of this document. The specifications detailed have been developed by Management and are reflective of the majority of requirements within this category that are required by the HSE to meet service requirements. Contractors must guarantee the service and must be contactable during service operation hours by the HSE. Tenderers must submit a fixed price. See Tender Response Document – Pricing Sheet for details. Examples of routes and trips are outlined in Appendix 1 which may be subject to change if Irish Rail timetable changes, affecting the arrival/departure times of trains leaving Donabate train station. NFMHS will ensure there is sufficient notice given to the shuttle bus provider of any proposed changes to the schedule, and will provide an updated schedule to accompany this. The HSE has been informed that TUPE does not apply in this instance.
Procurement Procedure	The HSE will conduct this competitive tender process using the Open Procedure on eTenders (www.etenders.gov.ie).
Contract Term	The contract will run for 12 months (the “Term”). The HSE reserves the right, at its discretion, to extend the Term for a period or periods of up to 12 months with a maximum of three such extensions on the same terms and conditions, subject to the HSE obligations at law.
Tender Document Pack	The Tender Document pack for this tender consists of the following documents: Request for Tender (RFT);

	• Tender Response Document (TRD); • Tender Response Document – Pricing Sheet; • Appendix 1 – Sample Timetable Tenderers should note that the HSE Standard Terms for Supplies & Services V8.4 and the HSE Tender Competition Rules V14 both apply to this process. Tenderers can request copies of these documents from the HSE via the electronic messaging system on www.etenders.gov.ie within the “Messaging Service”. Tenderers are required to submit their proposals by completing and returning the TRD and pricing schedule.
CPV Code	60000000-8 Transport services (excl. Waste transport) 60100000-9 Road transport services 60112000-6 Public road transport services 60120000-5 Taxi services 60130000-8 Special-purpose road passenger-transport services 60140000-1 Non-scheduled passenger transport 60170000-0 Hire of passenger transport vehicles with driver 60171000-7 Hire of passenger cars with driver 60172000-4 Hire of buses and coaches with driver
Completed Tenders	1. Tenderers must submit completed tender proposals via the eTenders portal “Create your tender online” option on the eTenders portal only on www.etenders.gov.ie 2. The HSE will not be able to accept responses via the “Messaging Service”, i.e. as an attachment to a message. Only responses submitted via the “Create your tender online” option will be accepted for evaluation. 3. As the HSE has no access or view from the supplier’s perspective on the eTenders portal, the HSE’s advice would be to contact eTenders directly on 0818 0014 59, for any assistance required in uploading tender responses onto the eTenders portal. 4. Uploading of tender responses is time locked. Receipt of submissions is not possible after the official closing deadline. 5. The onus is on the Tenderer to allow ample time to ensure the tender response is uploaded and successfully submitted prior to the closing date and time specified in this document. 6. Responses will not be accepted beyond the specified deadline. Avoid last minute problems by rehearsing the tender submission process well in advance of deadline. 7. Tender responses will not be accepted in hard copy or by electronic means other than via www.etenders.gov.ie. 8. The following document formats are acceptable: Microsoft Word 2010, Microsoft Excel 2010 and earlier; PDF (all versions). Please note that no document uploaded should exceed 10mb in size and the file path name should be limited to 40 number of characters including spaces.



Closing Date	31 st July 2026 @ 1pm
Queries Deadline	24th July 2026 @ 1pm All queries and requests for clarifications must be made via the electronic messaging system on www.etenders.gov.ie Please note responses to queries will be automatically sent to the specific email address registered by the Tenderer on www.etenders.gov.ie. The electronic messaging alerts will contain unique links to a Tenderer's message archive on the site where they can be accessed and viewed.

Note:

- It is imperative that all questions in the Tender Response Documents are completed in the format provided as the Tender Response Document will be used as the basis for evaluation and award.
- For general information on HSE refer to www.hse.ie
- Defined terms used in this Request for Tender include defined terms contained in the Tender Competition Rules V14 available at www.hse.ie. This Request for Tender should be read in conjunction with the Tender Competition Rules V14.
- As a guidance document, this document is not intended to be definitive and if there is any issue that requires clarification, this should be raised via the electronic messaging system on www.etenders.gov.ie

SECTION 1: GENERAL INFORMATION

- 1.1** The purpose of this RFT is to provide Tenderers with the information that they need to decide whether to submit a tender.
- 1.2** All reasonable care was taken to ensure that the information set out in this RFT is true and accurate in all material respects as at the time of publication. However, no warranty or representation is given as to the accuracy or completeness of this information. The HSE does not accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 1.3** The HSE will not be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from this RFT or for any other written or oral communication made available during the course of this process. No representation or warranty is made in respect of such statements, opinions or conclusions.
- 1.4** The HSE reserves the right to amend this RFT and any information contained herein. Any such changes shall be notified via the eTenders post-box at www.etenders.gov.ie.
- 1.5** None of the information set out herein will constitute a Contract Agreement, or part of a Contract Agreement, or an offer to enter into a Contract Agreement, between the HSE and any Tenderer. Nothing in this RFT is, nor shall be relied upon as, a promise or representation as to the HSE's ultimate decision in relation to the award of any Contract Agreement(s) pursuant to this RFT.
- 1.6** The HSE reserves the right to take such steps as it considers appropriate, including but not limited to: changing the timetable relating to this process; rejecting any, or all, of the tenders received; abandoning this process (or any part of it) at any time.
- 1.7** No legal relationship or other obligation shall arise between any Tenderer and the HSE unless and until a Contract Agreement has been executed between said Tenderer and the HSE following the tender process.
- 1.8** The tendered prices shall remain valid for 6 months and shall be effective from the closing date for receipt of tenders under this tender process.
- 1.9** The tendered price of the successful Tenderer shall remain fixed for the Term unless otherwise agreed by the HSE.
- 1.10** The HSE reserves the right to review the suitability of the successful Tenderer at any point up to the award of contract to ensure that there has been no material change to the standing of the successful Tenderer from that provided at the time of the submission of tenders, or any time in the interim.
- 1.11** Tenderers are advised that the HSE is subject to the Freedom of Information (FOI) Acts, 2014.
If a Tenderer considers that any of the information supplied in their tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.
- 1.12** Any conflict of interest or potential conflict of interest on the part of a Tenderer or any other entity associated with a Tenderer's tender, must be fully disclosed to the HSE as soon as the conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the HSE may invite

Tenderers to propose means by which the conflict might be removed. The HSE will, in its absolute discretion, decide on the appropriate course of action.

- 1.13** The laws of the Republic of Ireland are applicable to this process. The courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any disputes arising from this process.
- 1.14** If there is any part of this RFT that is unclear or where the Tenderer feels that it puts them at an unfair disadvantage, the Tenderer should immediately contact the HSE via the electronic messaging system on www.etenders.gov.ie.
- 1.15** Tenderers may be asked to make a presentation of their proposals, attend a clarification meeting with the HSE or host a site visit by the HSE as part of the assessment of tenders. In such cases, all the Tenderers costs and expenses shall be borne by the Tenderer.
- 1.16** The HSE shall not be responsible for any payment in connection with any expenses which may be incurred by the Tenderer(s) in the preparation and submission of their tender. Any costs associated with the submission of a tender in response to this RFT are the sole responsibility of the Tenderer submitting the tender and will not be reimbursable.
- 1.17** In no circumstances shall the HSE, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this RFT.
- 1.18** No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written contract has been executed by the HSE and the successful Tenderer.
- 1.19** The HSE may cancel a tender process at any time prior to a contract being executed arising from such tender process. Any notification of preferred bidder status by the HSE shall not give rise to any enforceable rights by any Tenderer.
- 1.20** Tenderers must provide sufficient information in their tender to demonstrate their capabilities under each of the questions in the TRD. Tenderers must complete all questions in the TRD in full as these responses will be used as part of the evaluation process. Information provided elsewhere (e.g. addendums, etc.), should be clearly cross referenced to the question to which they relate. Information which is not clearly cross-referenced, or which is provided in response to other questions in the TRD, will not be taken into consideration in the evaluation of the response to the relevant question.
- 1.21** Tenderers should note that, in order to meet any of the Minimum Eligibility Criteria set out in the tender, a Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In the event that a Tenderer wishes to rely on the capacities of another entity, it must in that case prove to the HSE that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect.
- 1.22** Tender responses may be submitted by a consortium or joint venture, provided that the submission clearly states which Tenderers are proposed to be members of the consortium, which are to be sub-contractors and that all participants of the consortia or joint venture are jointly and severally liable for the fulfilment of the terms of the contract.



- 1.23** The HSE reserves the right to seek additional clarifications from Tenderers in connection with its assessment of their submissions, but will not be held liable for any costs incurred in this regard by Tenderers.
- 1.24** For general information on HSE refer to www.hse.ie

SECTION 2: SPECIFICATION OF REQUIREMENT

A Shuttlebus is required for approved Service Users requiring transport between:

- Donabate train station and the NFMHS; and
- Swords Pavillions Shopping Centre and the NFMHS.

The service runs from Monday to Sunday on scheduled routes with a scheduled timetable each week.

The HSE requires a reliable and highly punctual service and impeccable time keeping is essential in this regard. The transport services will run from Monday-Sunday on scheduled routes with scheduled timetables each week.

The transport service is demand led and for that reason is subject to change depending on the needs of the service users. The HSE reserves the right to review and revise the service requirements at any time during the term of the agreement. For example if the bus or rail timetables change. Successful tenderers will be required to work closely with the HSE to facilitate such changes.

The HSE, or its representatives, reserves the right to conduct a site visit for a vehicle inspection in order to view and verify information supplied about the vehicles offered in the tender submission are accurate. Any such visit will be by arrangement with the tenderer and will be solely for confirmation/verification purposes. Should the site visit/vehicle inspection team deem the information supplied in the tender submission to be untrue or inaccurate, the tender may be disqualified or have the relevant scores re-evaluated. The HSE may also wish to meet with the proposed Contracts Manager and drivers during this visit.

2.1 HSE REQUIREMENTS

2.1.1 This HSE requires a Shuttlebus and driver(s).

2.1.2 This service will provide a Shuttlebus service between Donabate train station and the NFMHS, to collect service users from inbound trains and drop off service users for outbound trains. See Appendix 1 for sample times. Please note these times are estimated and may be subject to change depending on updated bus / rail timetables.

The service will also provide transport from NFMHS to Swords Pavilions Shopping Centre twice a day, 7 days a week. The minibus shall remain at the shopping centre for approximately 1 hour before returning to NFMHS. This service may travel via Donabate train station if required.

There is currently an additional run on a Sunday morning from the Swords Pavilions Shopping Centre to the NFMHS to facilitate staff members.

2.1.3 It is the HSEs preference that the minibus has a minimum of 16 seats for passengers however the HSE will accept tenders for minibuses with a larger seat capacity.

2.1.4 The successful tenderer must be able to supply the service at the agreed commencement date with the HSE upon award of the contract.

2.1.5 The HSE reserves the right to seek additional information and/or interview tenderers in connection with its assessment of their submissions, but will not be held liable for any costs incurred in this regard by tenderers.

- 2.1.6 Continuity of service- for example transporting nervous or vulnerable clients requires continuity of drivers where at all possible. As some Service Users may be of a nervous disposition, it is essential that continuity of service is maintained throughout the lifetime of the contract i.e., changes to the minibus, drivers, routes, etc. must be kept to a minimum.

SECTION 3: MANDATORY SERVICE REQUIREMENTS

3.1 QUALITY OF SERVICE

- 3.1.1 The shuttle service must arrive and depart at the agreed times.
- 3.1.2 Contractors will be required to keep a log of their kilometres (km) travelled/journeys, which will be subject to inspection by the HSE authorised officers or other.
- 3.1.3 In the event that the Contractor becomes aware of the likelihood of a significant delay or no-show, in any circumstances, the HSE must be informed as soon as possible in advance of the pick-up time to enable the HSE to use an alternative service.
- 3.1.4 Tenderers' must be able to demonstrate that the service tendered for can be delivered within their existing business plan in their tender response if awarded.
- 3.1.5 An acceptable level of quality for this service includes but not limited to:
- Meeting the agreed times for collection and drop off;
 - Professional, courteous and considerate interactions by the Contractors staff with service users of the HSE and also their families or other agencies whom they come in contact with;
 - Ability to deal with emergency situations;
 - Empathy and compassion towards the HSE service user(s).
- 3.1.6 Service users with poor mobility may require walking frames, wheelchairs and/or other aids to be brought with them when being transported at no extra cost.
- 3.1.7 Contractors must report any unusual circumstances, accidents, incidents or injuries that occur to the NFMHS point of contact immediately.
- 3.1.8 The Contractor must build a good working relationship with staff and service users.
- 3.1.9 Only the vehicle manufacturer's recommended number of passengers must be carried at any one time.
- 3.1.10 All vehicles must comfortably accommodate the number of passengers being carried and ensure that all passengers and equipment can embark and disembark the vehicles safely.
- 3.1.1 Each vehicle must be fitted with seat belts which enable the passenger to be restrained both diagonally across the chest and laterally across the abdomen (stomach) to ensure optimal passenger safety.
- 3.1.2 All seat belts fitted must be certified by an approved supplier of the restraint systems and must be compliant with ISO 10542.
- 3.1.3 All safety equipment must be maintained in good working order and may be audited at any time by an authorised HSE official or qualified person.
- 3.1.4 The Contractor must have an emergency plan in the event of a breakdown, accident or incident while a passenger is in transit.
- 3.1.5 In the event of a breakdown, contact must be made with the HSE service requestor immediately.
- 3.1.6 The Contractor must ensure the preservation of the dignity and respect of all HSE service users whom they are transporting which is of paramount importance. The Contractor must have access to a wheelchair accessible minibus if required/requested for future service requirements
- 3.1.7 Minibuses that are wheelchair accessible must have a lift facility.

- 3.1.8 The contractor must ensure that any driver who drives the wheelchair accessible vehicle (WAV) be certified by an Independent Certifying Authority in Safety Training of Passenger Restraint in wheelchair accessible vehicles. This training must include:
- The use of wheelchair locking devices in the vehicles;
 - The use of proper passenger restraint system.

3.2 QUALITY OF FLEET & DRIVERS

- 3.2.1 Contractors must ensure that drivers assigned have a current unendorsed appropriate driving licence(s) prior to and for the duration of a contract.
- 3.2.2 Drivers must observe confidentiality in all aspects of their work undertaken on behalf of the HSE.
- 3.2.3 No driver without Garda Clearance is to be employed on a vehicle providing a service for this contract award. It is the responsibility of the Contractor to have systems in place for holding records/documents, which can be made available to the HSE when required, to confirm that drivers have been Garda vetted and are of good standing.
- 3.2.4 The Contractor must be willing to take on board information on disability awareness and/or other training if offered by the HSE.
- 3.2.5 The Contractor must ensure that all drivers under take any specific mandatory training required by the HSE e.g. Prevention and Control of Health Care Associated Infection training. Successful Contractors will be informed of training required by the HSE locally.
- 3.2.6 The Contractor must ensure all drivers are aware of and comply with the HSE's guidelines for Infection Prevention and Control.
- 3.2.7 The Contractor must ensure all drivers are aware of and comply with the National Guidelines for Infection Prevention and Control for Covid-19 available on the Health Protection Surveillance Centre website.
- 3.2.8 Vehicles must be kept clean and hygienic at all times and follow the NTAs and/or local HSEs advice and guidance on same.
- 3.2.9 The Contractor must be compliant with all local arrangements for transport provision in the event of a major emergency plan being activated.
- 3.2.10 The Contractor is required to be compliant with Children First and as part of this compliance it is a mandatory requirement that all drivers complete online Children's First Training on <http://childrenfirst.hseland.ie>. Contractors must ensure that all drivers assigned must have and maintain up to date Children's First training.
- 3.2.11 The Contractors insurance policy for Employers & Public Liability insurance shall contain a provision indemnifying the HSE against any claim made.
- 3.2.12 The Contractor must ensure that the HSE is indemnified against any Road Traffic Act prosecution caused by driver behaviour (speeding, dangerous driving etc.).
- 3.2.13 The Contractor must ensure that it retains sufficient resources to ensure reliable delivery of ad hoc transport services to HSE service users at all times.
- 3.2.14 The Contractor must ensure that it has appropriately equipped vehicles to meet current and foreseeable requirements.
- 3.2.15 Drivers must be presentable at all times.
- 3.2.16 Smoking is prohibited at all times in the vehicle and on HSE sites.
- 3.2.17 For service user comfort, must have air conditioning.
- 3.2.18 Drivers may be required to assist passengers in/out of vehicles and buildings and that all drivers are competent in manual handling practice.

- 3.2.19 Where there is unacceptable service levels, the Contractor will be asked to take the necessary steps to ensure that problems are promptly rectified and do not reoccur. Contractors that fail to promptly rectify problems can be suspended or removed permanently from the contract. Contractors will be deemed to have breached acceptable service levels in the case of:
- Unsatisfactory Conduct;
 - Not providing a prompt and reliable service;
 - Applying an overcharge, attempting to apply an overcharge or being used as an intermediary (whether inadvertently or not) to pass on an overcharge to the HSE;
 - Applying 2 or more separate charges / fares or being used as an intermediary (whether inadvertently or not) to apply 2 or more separate charges / fares when a vehicle is used to transport 2 or more passengers.
 - The HSE, or an authorised agent, reserves the right to interview any driver in connection with any serious complaint.
 - The Contractor must ensure that if a serious complaint is received regarding a driver, the driver must not be utilised for this contract until the matter is resolved to the HSEs satisfaction.
- 3.2.20 The contractor must have a checklist for the driver which is to be completed at the start of each day. All safety equipment must be maintained in good working order and may be audited at any time by an authorised HSE official or other.
- 3.2.21 The vehicle must comply with all mandatory standards during the lifetime of the contract.
- 3.2.22 Prior to award of a contract and on each anniversary of the commencement of the contract confirmation and/or evidence of Commercial Vehicle Roadworthiness Test (CVRT) certificate must be submitted to the HSE. The CVRT must be displayed at all times.
- 3.2.23 The vehicles must comply with all mandatory standards during the lifetime of the contract.

3.3 SUPPORT & SERVICE

- 3.3.1 Contractors must guarantee a 7 day per week service, taking into consideration that they may be required to do holiday runs, i.e. Christmas Day, New Year's Day, Easter Sunday, etc.
- 3.3.2 Contractors must be contactable during service operation hours by the HSE.
- 3.3.3 Contractors must provide a reliable, highly punctual service.
- 3.3.4 If requested, all vehicles, documentation and service records relating to the service provided shall be made available for inspection within 5 working days to the HSE or an agent nominated by the HSE.

3.4 QUALITY OF OPERATIONAL MANAGEMENT

- 3.4.1 Complaints must be systematically recorded by the Contractor and reported to the HSE every 2 weeks. These reports, including an indication of the action taken in response to complaints must be submitted within 7 days of the relevant 2 week period.

3.5 INVOICING AND MANAGEMENT REPORTS

- 3.5.1 Contractors will be required to provide a suite of management reports when requested in the format requested by the HSE.
- 3.5.2 Contractors will be required to provide a weekly report confirming all scheduled services as per the timetable.

- 3.5.3 The Contractor must provide management information reports to include data on transport spend and performance for the HSE on a monthly and annual basis, or more frequently as requested by the HSE. HSE Procurement will require detailed reports when requested on the service and expenditure.
- 3.5.4 The HSE will not be liable for any parking fee or clamping fees.
- 3.5.5 Invoices to be issued monthly or as the HSE may require. Invoices must contain all relevant information on the trip, including but not limited to:
- Weekly Rate
 - No. of Days invoiced
 - Driver Details
 - Signature
- 3.5.6 The Contractor must be able to provide full traceability for each journey if requested.
- 3.5.7 The HSE will monitor the performance of each Contractor each month, as follows:
- The number of 'Pre-Booked' requests arriving later than 15 minutes after requested pick-up time;
 - The on-time performance target for each successful Tenderer is 90% (aggregated pre-booked and ad hoc);
 - Where performance falls below this target in three (3) consecutive months, the HSE may make deductions from the monthly invoice as follows:
 - Less than 90% on-time – 10% deduction.
 - Three (3) month average performance will be measured on a rolling basis i.e. the most recent 3 month period will be measured;
 - Where performance falls below this target in three (3) consecutive months, this may result in the HSE terminating the contract.
 - Will be required to draft SOP on how performance will be monitored and who will be responsible for same.

3.6 ADDITIONAL INFORMATION

- 3.6.1 The HSE will not be liable for any charges due to the cancellation of any journeys due to unforeseen circumstances beyond its control e.g. Met Éireann Red Weather Warning.
- 3.6.2 The Service Provider shall not invoice the HSE for any route not operated.
- 3.6.3 In the event that the bus/driver is not available, the HSE reserves the right to arrange alternative transportation. The Service Provider shall reimburse the HSE for all reasonable costs incurred in connection with such alternative transportation.
- 3.6.4 No sub-contracting is permitted under this contract unless by express permission from the HSE.
- 3.6.5 It is a HSE requirement that all adverse incidents are documented and a report submitted to the HSE.
- 3.6.6 It is a HSE requirement that there is one named person in place to manage all aspects of this account which will include queries, complaints, performance management, technical support and quality control.

SECTION 4: PROVISION ADDRESSING OBLIGATIONS AND RESPONSIBILITIES UNDER THE CHILDREN FIRST ACT 2015.

- 4.1** Where any of the successful Tenderer's Personnel and/or sub-contractors carry out any work or activity, a necessary and regular part of which consists mainly of the successful Tenderer's Personnel or sub-contractors having access to, or contact with children in any of the types of establishments listed in Schedule 1 of the Children's First Act 2015 (which for the avoidance of doubt includes any hospital, hospice, health care centre or other centre which receives, treats or otherwise provides physical or mental health services to children), the services provided by the successful Tenderer shall be regarded as "Relevant Services" for the purposes of the Children First Act, 2015 (the "Children First Act") and the successful Tenderer shall comply with all applicable obligations arising under the Children First Act and the Children First National Guidance for the Protection and Welfare of Children 2017.
- 4.2** Where Clause 4.1 is applicable, the successful Tenderer shall:
- 4.2.1 carry out a Child Safeguarding Risk Assessment in accordance with Section 11 (1) and (2) of the Children First Act;
 - 4.2.2 ensure a Child Safeguarding Statement (reviewed in last 24 months) is in place, is displayed in a prominent place and is furnished to all staff, as per Section 11 (3-10) of the Children First Act;
 - 4.2.3 ensure that a procedure for maintaining a list of Mandated Persons (as per Schedule 2 of the Children First Act) is in place;
 - 4.2.4 ensure that Mandated Persons (as per Schedule 2 of the Children First Act) have been identified and informed of their role ;
 - 4.2.5 ensure that a Child Protection & Welfare Policy is in place;
 - 4.2.6 ensure that all staff and relevant volunteers have completed the HSE e-Learning Module "An Introduction to Children First"; and
 - 4.2.7 ensure that the HSE Children First Implementation and Compliance Self-Audit Checklist has been completed and is available on request.
- 4.3** Without prejudice to Clause 4.1 above, upon request from the HSE, the successful Tenderer shall, irrespective of whether the Services it provides are regarded as "Relevant Services" within the meaning of the Children First Act, provide reasonable assistance to the HSE so that the HSE can undertake appropriate risk assessments and put in place appropriate controls to safeguard children from harm as part of the HSE's Child Safeguarding Risk Assessment and Child Safeguarding Statement, which controls may include requiring the successful Tenderer's Personnel and/or sub-contractors to be Garda Vetted in accordance with the relevant clause of the Contract Agreement, undertake assigned Children First training and adhere to applicable HSE Child Protection and Welfare policies (as applicable).

SECTION 5: INSURANCE AND TAX COMPLIANCE

- 5.1** The successful Tenderer shall be required to hold for the term of the Contract, insurances of the type and to the level specified below:

Type of Insurance	Indemnity Limit
Employer's Liability	€12.7 million for any one claim or series of claims arising out of a single occurrence (where required, if self- employed this is not necessary)
Vehicle Insurance	Unlimited indemnity in respect of third-party personal injury and a third party property damage limit of not less than €6.5 million for any claim or series of claims arising out of one incident. The HSE is to be indemnified against any Road Traffic Act prosecution caused by the bus driver companies driver behaviour (speeding, dangerous driving, tachograph offences). (The list is non-exhaustive and merely serves to illustrate the types of behaviours.)
Public Liability	€6.5 million for any one claim or series of claims arising out of a single occurrence
In the case of Employer's Liability and Public Liability Insurances, an indemnity to Principals clause must be included.	

- 5.2** Tenderers are asked to provide, as part of their tender response, written confirmation that they hold or will hold, if successful, the above types and levels of insurance. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) the contract.
- 5.3** Prior to the award of the contract, the successful Tenderer will be required to produce a Tax Clearance Certificate from the Irish Revenue Commissioners or equivalent body. Alternatively, the Tenderer may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate online verification of their tax status.

SECTION 6: MINIMUM ELIGIBILITY AND AWARD CRITERIA

The evaluation of tender responses will be conducted in the following stages:

6.1 Minimum Eligibility Criteria

- 6.1.1** Tenderers who do not, in the opinion of the HSE, confirm and/or demonstrate compliance with any of the Minimum Eligibility Criteria in Table 6 below will be excluded from further consideration.
- 6.1.2** Compliance with each of the Minimum Eligibility Criteria must be effective from the date of tender submission.

Main Criteria	Sub-Criteria	Minimum Eligibility Pass/Fail
European Single Procurement Document (ESPD)	Part III of the ESPD	Confirm that none of the Exclusion Criteria listed in Part III of the ESPD applies to the Tenderer or any other Economic Operators who form part of the tender response (see Part G of the TRD).
Supplier Declaration	Supplier Declaration	Confirm that the tender has been submitted consistent with the requirements set out in the Supplier Declaration. (See Part F of the TRD).
Children's First Act Declaration	Children's First Act Declaration	Where applicable and if relevant, confirm that all applicable requirements arising pursuant to the Children's First Act 2015 and the Children First National Guidance for the Protection and Welfare of Children 2017 shall be complied with. (See Part I of the TRD).
Insurance	Insurance	Confirm compliance with the Insurance level of cover set out in Section 5 of this RFT.
Tax Clearance	Tax Clearance	Tenderers must provide a current and valid tax clearance certificate or tax reference number and tax clearance access number to facilitate the on-line verification of the Tenderers tax status.
Economic and Financial Standing	Overall Turnover of Tenderer's Organisation	Confirm that the turnover of the Tenderer, or if a consortium or joint venture, that the combined turnover of the Economic Operators who are part of the consortium or joint venture meet or exceeds a minimum of €300,000 per annum in each of the last three years.
Technical and Professional Ability	LPSV Licence	Tenderers must conform that all potential drivers hold the relevant LPSV Licence.
	Road Transport Operator License	Tenderers must provide a Road Transport Operator License issued by the National Transport Authority.
	Contracts Manager	Tenderers must provide details of a dedicated point of contact, to ensure any issues that may arise are resolved in a timely manner. For this purpose, details of a Contract Manager must be supplied. This point of contact is regarded as a key component in the management and delivery of the Service. It is important that the Contract

		<i>Manager has the necessary authority to make decisions and deal directly with all matters relating to this contract in real time.</i> <i>Tenderers must propose a Contract Manager with a minimum of 12 months relevant experience in a role of similar nature and scope.</i>
	Manpower & Fleet	<i>Tenderers must demonstrate that they have at their disposal;</i> <i>Suitably qualified drivers with the relevant experience to deliver the service required.</i> <i>Drivers must be fluent in the English language which will enable them to communicate orally in English with service users.</i> <i>Fleet details of vehicles available to service the requirements</i> <i>Tenderers must provide details of Certificate (s) of Roadworthiness for all vehicles to be used to perform the services required under this contract.</i>
	Vehicles / Facilities	<i>Tenderers must demonstrate evidence of ownership/lease agreement/written commitment from the owner of the vehicles / facilities proposed for use to deliver the service required.</i>
Experience	Experience	<i>Tenderers should refer to instances within the last three years which demonstrate that they have successfully delivered services of a comparable nature and scale on three (3) occasions. This information must be provided with your tender response</i>
Garda Vetting	Garda Vetting	<i>Confirm that all staff who will need to come into direct contact with HSE Service Users in providing the Service (e.g. drivers) shall be appropriately Garda Vetted</i>
Mandatory Service Requirements	Mandatory Service Requirements	<i>Confirm that the Managed Service will be provided in compliance with each of the Mandatory Service Requirements listed in Section 3 of this RFT.</i>

6.1.3 Please note Tenderers are **not** required to complete and return an ESPD with their tender response. It will be sufficient for Tenderers to self-certify compliance with the requirements of Part III of the ESPD in Part F of the TRD.

6.1.4 If the tender is submitted by a consortium or joint venture, then if any of the exclusion criteria listed at Part III of the ESPD applies to any of the members of the consortium or joint venture or where any of the members of the consortium or joint venture fails to demonstrate its reliability despite the existence of a relevant exclusion ground, then that tender will be excluded from further consideration in this tender process.

6.1.5 Compliance with each of the requirements contained in the ESPD must be effective from the date of the tender submission.



6.2. Award Criteria

6.2.1 Tenders that confirm and/or demonstrate compliance with the Minimum Eligibility Criteria (and are not otherwise excluded) will be evaluated to determine which presents the most economically advantageous tender for the purposes of ranking the tenders received. Tenders will be evaluated using the award criteria and associated weightings outlined below:

Main Criteria		Weighting	Marks	Page count limit
Service Delivery Approach		18%	180	2 x A4 pages
Reliability & Business Continuity		14%	140	2 x A4 pages
Contract Management & Performance Control		9%	90	2 x A4 pages
Passenger Experience		9%	90	2 x A4 pages
Continuous Improvement		5%	50	2 x A4 pages
Sustainability		5%	50	2 x A4 pages
Ultimate Cost	Weekly Cost	30%	300	N/A
	Fuel Surcharge	10%	100	N/A
Total		100%	1000	

SECTION 7: EVALUATION PROCESS

- 7.1** Tenders will be evaluated in terms of the quality of responses under each Award Criteria and the extent to which they meet and exceed the stated requirements. Based on the assessments of the responses under each criteria, tenders will be awarded a rating score in accordance with the following table:

Rating	Rating Score
Excellent Response	5
Very Good Response	4
Good Response	3
Fair Response	2
Poor Response	1
No Response	0

- 7.2** The maximum rating score achievable is 5/5 per Award Criteria. The rating score will then be converted into the equivalent mark based on the weighting for that Award Criteria.
- 7.3** The evaluation will then compare each tendered costs (weekly cost & surcharge) against the lowest tendered costs.
- 7.4** The highest score is for each element of the ultimate cost is awarded to the Tenderer with the lowest cost to HSE. All other Tenderers cost scores are calculated pro rata in relation to this score.
- The cost is calculated as follows for each element: $\text{Lowest Valid Tender Cost} / \text{Your Tender Cost} \times \text{Maximum Score Available}$. The lowest cost is given the maximum score and the remaining costs are calculated pro rata.
- 7.6** The total marks achieved for each Award Criteria will be added to the marks achieved for Ultimate Cost to determine the overall marks awarded for each tender.
- 7.7** Tenderers will be required to provide the above evidence, and any other information which may be required, within the timeframe specified by the HSE.
- 7.8** The HSE does not bind itself to accept the lowest cost tender, and will not pay any compensations whatsoever in connection therewith. It reserves the right to reject in whole or in part, any or all tenders received.
- 7.9** Tender responses will be evaluated in their own right. No recognition will be given to information previously submitted. No unsolicited communications from Tenderers will be entertained during the evaluation period.