



INVITATION TO TENDER DOCUMENT – SINGLE-STAGE NEGOTIATED PROCEDURE

BEAUMONT HOSPITAL

CONCESSION AGREEMENT

For

THE OPERATION OF RETAIL SPACES IN BEAUMONT HOSPITAL:

- (I) PATIENT SHOP;**
- (II) PATIENT COFFEE SHOP;**
- (III) RETAIL PHARMACY.**

MAXIMUM POTENTIAL DURATION OF CONCESSION AGREEMENT: EIGHT YEARS

DEADLINE DATE FOR RECEIPT OF TENDERS: 25/09/2026 AT 12.00 NOON (LOCAL TIME)

Please note that all information relating to this competition, including clarifications and addenda, 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. Beaumont Hospital accepts no responsibility for information relayed (or not relayed) via third parties.

DISCLAIMERS

All information contained in this Invitation to Tender document is provided in the strictest confidence and has been made available solely for the purpose of facilitating the production and submission of tenders. No party may disclose the contents of this document without the express permission of Beaumont Hospital.

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

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

CHECKLIST FOR TENDER SUBMISSIONS

In order to allow the Contracting Authority to fully evaluate completed tender submissions, tenderers are advised to ensure that their tender submissions include all of the following information:

INFORMATION	✓ for YES
All information required under the award criteria (Section 10)	
The completed and signed Form of Tender (Appendix 1)	
The completed Pricing Schedule (Appendix 2)	
The completed European Single Procurement Document (Appendix 6)	

This checklist has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this Invitation to Tender document and its appendices in full in order to provide comprehensive and compliant tender submissions.

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1. INTRODUCTION AND PROCEDURAL INFORMATION

1.1 About the Contracting Authority

Beaumont Hospital, incorporating St. Joseph's Hospital Raheny, employs approximately 4,300 whole-time equivalent staff and has a total capacity of 913 beds with an additional treatment capacity of 40 places. It is the principal teaching hospital for the Royal College of Surgeons in Ireland and enjoys close links with Dublin City University, especially in the area of nurse training, and with other academic institutions in respect of training and research. Further information regarding the hospital is available online: www.beaumont.ie/aboutus.

1.2 Duration of Concession Agreement

The agreement to be awarded on foot of this competition comprises a concession agreement for the operation of various retail spaces on the Contracting Authority's premises. The maximum potential duration of the concession agreement shall be eight years. In this regard, the agreement shall have an initial duration of six years. Upon the expiry of this initial six-year period, the Contracting Authority may, at its discretion, extend the agreement for a further two-year period. No guarantee is offered, nor should any such guarantee be inferred, regarding the extension of the agreement beyond its initial six-year term; any decision in this regard shall be made by reference to the Contracting Authority's strategic requirements, budgetary considerations and the overall general performance of the concessionaire.

1.3 Scope of Concession Agreement

In summary, the concession agreement comprises the development and operation of (i) an existing Patient Shop, (ii) an existing Patient Coffee Shop and (iii) a new Retail Pharmacy on the Contracting Authority's premises. As explained subsequently in this Invitation to Tender document, the successful concessionaire, by mutual agreement with the Contracting Authority, may have the opportunity to operate a fourth retail space; it is envisioned that any fourth retail space shall comprise a patient-focused food or beverage outlet, such as a takeaway coffee stand or equivalent.

For the avoidance of doubt, the Contracting Authority will award a single concession agreement for the operation of all retail premises. This competition is not divided into lots and only one successful concessionaire shall be appointed. On this basis, it is acknowledged that it may be necessary for tenderers to form partnerships, consortia or temporary groupings to ensure that the tendering organisation has sufficient experience to operate both food service and pharmacy outlets. In the event that a partnership, consortium or temporary grouping is successful in this competition, it will be required to establish itself as a legal entity, with each party being jointly and severally liable to the Contracting Authority, prior to the formal establishment of the concession agreement.

1.4 Economic Viability of the Concession Agreement

The Contracting Authority offers no guarantee, express or implied, regarding the profitability or economic viability of the concession agreement. Tenderers are required to make their own

investigations and to rely upon their professional judgement when assessing the potential profitability of the concession agreement. Remuneration for delivery of the required services comprises the successful concessionaire's right to exploit the required services for commercial gain. The successful concessionaire shall bear full economic risk in operating the retail outlets. As explained in greater detail by the Form of Tender contained in Appendix 1 of this Invitation to Tender document, the successful concessionaire shall pay a concession fee to the Contracting Authority, calculated as a percentage of the gross turnover of all retail outlets.

1.5 Legislative Considerations

As a service concession, this competition is not subject to the provisions of Directive 2014/24/EU, but, rather, Directive 2014/23/EU. Consequently, the Contracting Authority is entitled to exercise discretion concerning the choice of award procedure to be employed in awarding this concession agreement.

1.6 Terms and Conditions

This Concession Agreement shall take the form of a licence agreement, a draft version of which is contained in Appendix 5 of this document. Tenderers are not required to sign these terms and conditions; completed terms and conditions should not be returned with tender submissions. However, as these terms constitute an indication of the format of the concession agreement that will be implemented with the successful tenderer, tenderers are required to read their provisions carefully and must note any queries or concerns in accordance with the queries and clarification procedure detailed in Section 2 of this Invitation to Tender document. If necessary, tenderers should seek any legal advice regarding these terms and conditions when preparing their tender submissions, on the basis that any delay in executing these terms and conditions upon completion of this competitive process may jeopardise the appointment of the successful tenderer. Tenderers are advised that the Contracting Authority is not in a position to negotiate or substantially modify the terms and conditions applying to this concession agreement to any extent.

1.7 Transfer of Undertakings

Tenderers should be aware that S.I. 131 of 2003 (European Communities [Protection of Employees on Transfer of Undertakings] Regulations 2003 [the 'Regulations']), may apply to this concession agreement as a consequence of a change in service provider. The aim of the Regulations is to protect the contractual rights of employees in the event of a transfer to another employer of a business or part of a business. All staff currently assigned to the concession agreement are employees of a third-party service provider and are not employees of Beaumont Hospital.

Tenderers shall undertake to comply fully with the provisions the Regulations in respect of any concession agreement established as a result of this competitive process. In particular, by submitting a tenderer, each tenderer acknowledges and undertakes the following:

- The Contracting Authority will not be responsible for any of the tenderer's obligations under the Regulations;

- With regard to any concession agreement that may be awarded on foot of this Invitation to Tender document, the successful tenderer shall have no recourse against the Contracting Authority with respect to any liabilities or obligations arising from the application of the Regulations;
- The successful tenderer shall indemnify and hold the Contracting Authority harmless against all claims, judgments, decrees, orders, awards, costs, liabilities and expenses howsoever arising by virtue of any failure by the successful tenderer to comply with its obligations under the Regulations.

It is the responsibility of tenderers to take into account all ramifications of the Regulations when preparing their tender submissions. In particular, financial proposals submitted by tenderers will be deemed to include all costs and charges potentially arising out of the application of this legislation. The application of the Regulations is a commercial and operational matter for all tenderers; as such, while the Contracting Authority will facilitate contact between the incumbent service provider and tenderers to enable the transfer of information concerning employee numbers, rates of pay and employment terms, the Contracting Authority makes no guarantee regarding the accuracy or completeness of such information. Contact information for the incumbent service provider will be provided upon request; in this regard, tenderers can seek relevant contact details via the communications and clarification protocol set out in Section 3 of this Invitation to Tender document.

Upon expiry of this concession agreement, and as the employer of all individuals engaged to provide a service at the Contracting Authority's premises, the successful tenderer will be required to cooperate fully with all requests for information from other economic operators arising pursuant the Regulations.

1.8 Structure of the Competition

The Contracting Authority is employing the single-stage negotiated procedure to award this concession agreement. The competition shall operate as follows:

- 1.8.1 In the first instance, any interested economic operator may submit a tender. Tender submissions received in response to this Invitation to Tender document will initially be assessed against the Grounds for Exclusion and Eligibility Criteria contained in Sections 8 and 9 of this document, respectively.
- 1.8.2 Tenders not eliminated under either the Grounds for Exclusion or the Eligibility Criteria will then be evaluated against the Award Criteria detailed in Section 10 of this Invitation to Tender document.
- 1.8.3 Following the evaluation of tender submissions in accordance with Section 1.8.2 above, the Contracting Authority may adopt one of the two following courses of action:
 - (a) The Contracting Authority may elect to award the concession agreement to the highest scoring tenderer, without engaging in negotiation;

- (b) Alternatively, the Contracting Authority may elect to identify a number of tenderers with whom negotiation meetings will be held.
- 1.8.4 For the avoidance of doubt, and further to Section 1.8.3 above, it is emphasised that the Contracting Authority shall be entitled to exercise its absolute discretion in determining whether or not to negotiate the terms of tender submissions prior to the award of the contract.
- 1.8.5 In the event that, pursuant to Section 1.8.3(b) above, the Contracting Authority elects to engage in negotiation meetings with certain tenderers, the Contracting Authority shall identify the tenderers with whom negotiation meetings will be held as follows:
 - (a) Any tenderer failing to attain a minimum required score associated with a particular qualitative award criterion will be deemed to have been eliminated from the competition and will not be invited to attend a negotiation meeting;
 - (b) Any tenderer who is mathematically incapable of proving successful in the competition on the basis of the evaluation process described in Section 1.8.2 will not be invited to attend a negotiation meeting.
- 1.8.6 Following negotiation meetings, tenderers will be invited to update their tender submissions in writing in order to take into account all matters discussed with the Contracting Authority.
- 1.8.7 The negotiation stage of the competition (i.e., the cycle of meetings and subsequent updating of tenderer submissions) may be repeated until such time as the Contracting Authority, at its absolute discretion, considers that no further negotiation is required.
- 1.8.8 During the negotiation stage of the competition and following any instance of the updating of tender submissions, the Contracting Authority may elect to engage in a process of successive reduction, whereby all updated tenders are assessed against the award criteria and weightings contained in Section 6 of this Invitation to Tender document. In the event that the Contracting Authority elects to engage in a process of successive reduction, any tenderer failing to attain a minimum required score associated with a particular qualitative award criterion shall be eliminated from the competition.
- 1.8.9 Once the Contracting Authority determines that no further negotiation is required, it shall invite Best and Final Offers from all tenderers remaining in the process. Best and Final Offers shall be assessed against the award criteria and weightings contained in Section 6 of this Invitation to Tender document in order to identify the successful tenderer.
- 1.8.10 All tenderers will be notified at the conclusion of the competitive process (i.e., once a successful tenderer has been identified) of the outcome of their submissions.

1.9 Award to Runner-up

In the event that, following the establishment of this concession agreement, the successful tenderer cannot, for whatever reason, execute the concession agreement to the satisfaction of the Contracting Authority, the Contracting Authority reserves the right to award the concession agreement to the next highest-ranked tenderer identified by this competitive process. The Contracting Authority shall only be entitled to avail of this right during the tender validity period, which shall be twelve months from the date of submission detailed in Section 2 of this Invitation to Tender document. This right shall be without prejudice to the right of the Contracting Authority to terminate the agreement and commence a new competitive process.

1.10 Site Visits

In order to gain a complete understanding of the Contracting Authority's requirements, tenderers are strongly encouraged to conduct a formal site visit to the Contracting Authority's premises, ensuring that the key personnel to be involved in the execution of the concession agreement attend. To request a site visit, please send an e-mail to tendering@beaumont.ie with the subject line 'Retail Concession – Site Visit.' All such e-mails must be submitted before close of business on 02/09/2026. **Please be advised that it is not permissible for Tenderers to undertake site visits without the prior sanction of the Contracting Authority. Any unauthorised visit to the site may result in the elimination of the Tenderer in question.**

2. INSTRUCTIONS TO TENDERERS

2.1 Compliance with Instructions to Tenderers

Tenderers are required to comply with these instructions to tenderers when preparing their tender submissions. By submitting a tender, each tenderer acknowledges and agrees to be bound fully by these instructions to tenderers. Non-compliance with these instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these instructions to tenderers is final and binding.

2.2 Reliance upon Other Entities

Tenderers may organise themselves as individuals, partnerships, limited companies, temporary groupings or any combination of the foregoing with or without legal personality. Tenderers are reminded that they may rely on the resources of other entities in order to meet the Eligibility Criteria detailed in Section 9 of this Invitation to Tender document, strictly on condition that tenderers can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

2.3 Temporary Groupings and Subcontractors

If a tender submission concerns a temporary grouping or subcontracting arrangement, tenderers are required to complete the European Single Procurement Document (Appendix 6) separately for each party.

Any temporary grouping must appoint a single member who will assume overall responsibility for the execution of the concession agreement, and who is authorised to enter into and sign the concession agreement on behalf of all members. The Contracting Authority will not act as an arbitrator between members of such a grouping. If successful in the competition, the grouping in question will be expected to establish itself as a legal entity, with each party being jointly and severally liable, prior to entering into any concession agreement.

2.4 Ambiguities, Discrepancies, Errors or Omissions in this Document

If you consider that you are missing any documents or information, the absence of which would preclude you from submitting a comprehensive Tender, or should you become aware of any ambiguity, discrepancy, error or omission in this Invitation to Tender document, please raise the matter via the eTenders question and answer function at the earliest possible opportunity (www.etenders.gov.ie).

2.5 Queries

All queries regarding this competition should be submitted via the eTenders question and answer function (www.etenders.gov.ie). The closing date for receipt of such queries is 17:00 on 07/09/2026.

The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this competition. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the tenderer in question from this process.
- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this Invitation to Tender document may not result in a response.
- (c) In the event that a tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.

If the Contracting Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the tenderer accordingly and require the tenderer to either withdraw the query or agree to its release, accompanied by a response, to all tenderers.

2.6 Qualification of Tenders

Please note that qualifications to a tender submission may render the tender submission invalid.

2.7 Tender Submission

The deadline date and time for receipt of tenders is 19/09/2026 at 12.00 noon (local time). Tenders must be submitted through the eTenders web portal (www.etenders.gov.ie) only. The completed tender submission, which is to include all information identified in the Checklist for Tender Submissions contained in this Invitation to Tender document, must be compiled in such a manner such that it can be read immediately upon opening of the post-box. **In this regard, tenderers must upload zipped documents, rather than individual files; any failure to upload zipped documents will render tender submissions difficult to collate and evaluate.**

Tenderers must ensure electronic documents are not corrupt. The Contracting Authority is not responsible for corruption in electronic documents. **Each tenderer is fully responsible for the uploading of the tender document to the post-box. The post-box will close automatically at 12:00 Noon exactly on the closing date; in this regard, tenderers are advised to commence the uploading process substantially in advance of this time to avoid missing the deadline. E-mailed, faxed, hard copy, posted or late tenders will not be considered under any circumstances.**

2.8 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for

receipt of tender submissions by giving notice in writing to tenderers at any point up to deadline date contained in this Invitation to Tender document.

2.9 Notice of Addenda

The Contracting Authority reserves the right to update or alter the information contained in this document at any time, but not later than seven days before the deadline date for the receipt of tender submissions. Any such notification will automatically become part of this Invitation to Tender document.

2.10 Modifications to Tenders (Prior to Deadline Date for Receipt of Tenders)

Modifications to tender submissions will be accepted in the form of supplementary information and/or addenda, provided they are submitted in a sealed envelope before the deadline date for the receipt of tender submissions.

2.11 Cost of Preparation of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

2.12 Clarification of Abnormally Low Tenders

In the event that the Contracting Authority considers a tender submission to be commercially unsustainable or otherwise problematic in light of the tendered concession fee or any other financial matter, the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender submission in question.

2.13 Tender Validity Period

To allow sufficient time for the assessment of tender submissions, a tender validity period of twelve months is required, commencing on the deadline date for receipt of tender submissions.

2.14 Currency

Prices and any other financial information must be submitted in Euro (€) only.

2.15 Confidentiality

The distribution of this Invitation to Tender document is for the sole purpose of obtaining tender

submissions as referred to herein. The distribution of this document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential. Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Act 2014.

In this regard, tenderers are asked to consider whether any of the information supplied in response to this Invitation to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this Invitation to Tender document or in the course of any concession agreement established as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, European Procurement Directives and all Irish procurement legislation and guidance. The Contracting Authority accepts no liability whatsoever in respect of any information provided that is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

2.16 Conflict of Interest

Any conflict of interest involving a tenderer 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. In the event that the tenderer becomes aware of the conflict of interest only after a tender submission has been made, the conflict of interest must be immediately disclosed to the Contracting Authority. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate the award of any concession agreement, depending upon when the conflict of interest is made known to the Contracting Authority.

2.17 National Legislation

Tenderers are advised that national legislation applies in respect of matters such as employment, working hours, official secrets, data protection and health and safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectorial agreements in preparing tender submissions. Moreover, tenderers are advised that the laws of Ireland will govern this competitive process. Both this competitive process and any resulting concession agreement will be subject to the exclusive jurisdiction of the Irish courts.

2.18 Determination of Responsiveness

After opening tender submissions, the Contracting Authority will determine whether each tender

submission is substantially responsive to the requirements of this Invitation to Tender document. If a material deviation exists that limits in any substantial way the Contracting Authority's rights or the tenderer's obligations under any concession agreement to be established, the tender submission shall be rejected.

2.19 Clarification of Tenders

To assist in the evaluation and associated comparison of tender submissions, the Contracting Authority may ask tenderers to clarify and supplement certain aspects of their tender submissions, including financial proposals. A request for such clarification should not be construed as an indication of success in the competition.

2.20 Interference

Any effort by a tenderer to unduly influence the Contracting Authority, its personnel or any other relevant persons or bodies regarding the process of examination, clarification, evaluation and comparison of tender submissions and any decisions concerning the establishment of any concession agreement shall result in the elimination of said tenderer's tender submission. In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift or other consideration from a person seeking success in a public tendering competition will be deemed to have been paid or given corruptly unless the contrary is proved.

2.21 Prohibition on Canvassing

Any tenderer who, in connection with this competition:

- (a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or
- (b) takes any step constituting a breach of the Prevention of Corruption Acts 1989 to 2010; or
- (c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition; or
- (d) contacts any officer or employee of the Contracting Authority prior to a concession agreement being awarded about any aspect of the competition in manner not permitted by this Invitation to Tender document

may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

2.22 Prohibition on Collusion

Any tenderer who, in connection with this competition:

- (a) fixes or adjusts the amount or terms of his/her tender submission by or in accordance with any agreement or arrangement with any other tenderer (other than a member of his own grouping or consortium); or
- (b) enters into any agreement or arrangement with any other tenderer that he/she shall refrain from tendering or as to the amount or terms of any tender to be submitted; or
- (c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above; or
- (d) informs any tenderer of the amount, approximate amount or terms of any rival tender; or
- (e) canvasses any other tenderer in connection with this competition; or
- (f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission; or
- (g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of his proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission); or
- (h) contacts any officer or employee of the Contracting Authority prior to a concession agreement being established about any aspect of the competition in manner not permitted by this Invitation to Tender document

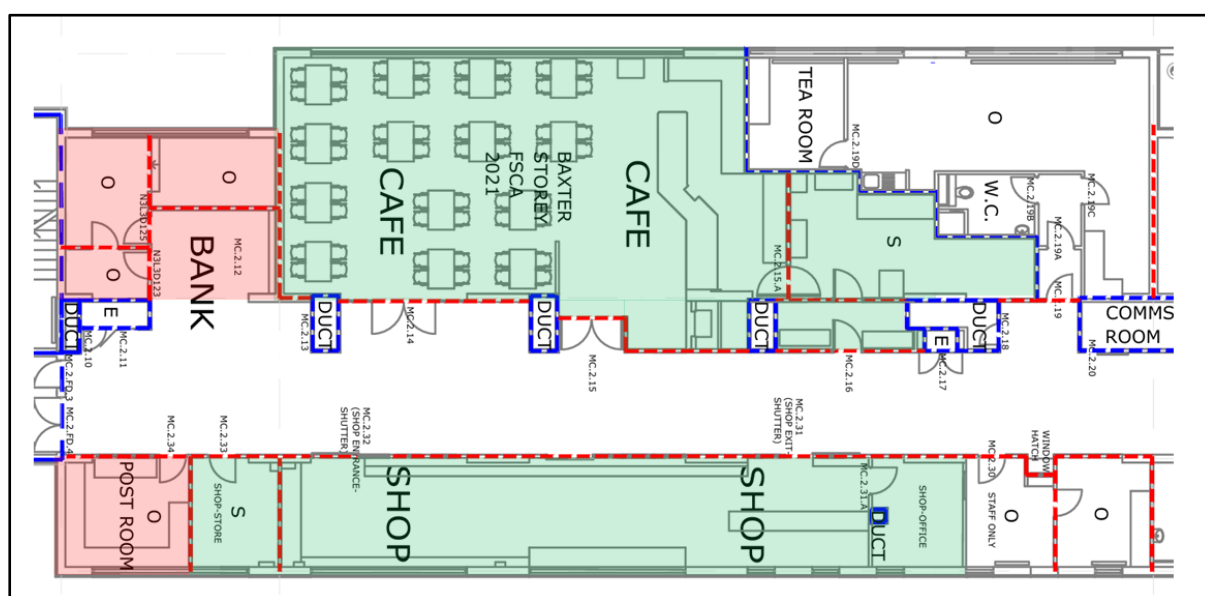
may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a tenderer may attract.

3. COMMON SPECIFICATION OF REQUIREMENTS

NOTE: This section of the Invitation to Tender document specifies the Contracting Authority's requirements in respect of all three retail units. Individual requirements that are specific to each retail outlet are contained in subsequent sections of the Invitation to Tender document.

3.1 Existing Retail Units

The Contracting Authority has a concession agreement in place for the operation of its Patient Shop and Patient Coffee Shop. The existing concession agreement is due to expire in Quarter One, 2027. Currently, the Contracting Authority has no Retail Pharmacy on its campus. The existing Patient Shop and Patient Coffee Shop (shaded in green) are located on opposite sides of the Contracting Authority's main concourse:



Additionally, the Contracting Authority is making available the Bank and the Post Room (shaded in red) for redevelopment by the successful tenderer.

3.2 Redevelopment Obligations

The successful tenderer identified by this competition will be responsible for exercising its professional judgement and market knowledge in order to redevelop the combined available footprint (i.e., the existing Patient Shop, the existing Patient Coffee Shop, the Bank and the Post Room) into **three separate retail outlets**. The Contracting Authority will not prescribe the manner in which the overall space is to be subdivided; instead, it is the intention to the Contracting Authority that the successful concessionaire will develop attractive, spacious, well-designed, modern destinations within the Hospital campus.

3.3 Current Turnover

For information purposes, the turnover levels of the Patient Shop and Patient Coffee Shop in 2024 and

2025 are provided overleaf. **National lottery sales are detailed separately as no concession fee is applied to national lottery sales.**

Tenderers are advised that this turnover is made available for information purposes only. The Contracting Authority offers no guarantee, express or implied, regarding the commercial viability of the retail units in question.

2025 TURNOVER LEVELS						
	January	February	March	April	May	June
Shop	€ 120,211	€ 121,433	€ 154,251	€ 122,401	€ 121,894	€ 157,203
Lotto (through Shop)	€ 27,144	€ 27,874	€ 44,811	€ 30,205	€ 31,582	€ 52,573
Coffee Shop	€ 116,446	€ 108,927	€ 137,118	€ 107,578	€ 103,396	€ 132,209
Totals	€ 263,801	€ 258,233	€ 336,179	€ 260,185	€ 256,872	€ 341,985

	July	August	September	October	November	December
Shop	€ 125,517	€ 124,742	€ 167,310	€ 131,467	€ 133,693	€ 145,900
Lotto (through Shop)	€ 33,863	€ 37,494	€ 39,475	€ 33,570	€ 36,186	€ 36,758
Coffee Shop	€ 104,465	€ 101,556	€ 140,335	€ 115,307	€ 117,570	€ 121,246
Totals	€ 263,844	€ 263,791	€ 347,121	€ 280,344	€ 287,449	€ 303,904
TOTAL ANNUAL TURNOVER 2025						€ 3,463,708

2024 TURNOVER LEVELS						
	January	February	March	April	May	June
Shop	€ 100,594	€ 117,457	€ 147,758	€ 118,870	€ 122,291	€ 150,259
Lotto (through Shop)	€ 23,906	€ 29,658	€ 33,781	€ 26,422	€ 26,011	€ 32,696
Coffee Shop	€ 79,677	€ 96,356	€ 123,269	€ 97,054	€ 90,661	€ 123,089
Totals	€ 204,176	€ 243,471	€ 304,808	€ 242,346	€ 238,962	€ 306,044

	July	August	September	October	November	December
Shop	€ 118,651	€ 116,244	€ 152,466	€ 120,076	€ 123,606	€ 140,960
Lotto (through Shop)	€ 24,290	€ 24,304	€ 32,737	€ 30,386	€ 33,276	€ 30,261
Coffee Shop	€ 99,871	€ 95,847	€ 132,957	€ 109,669	€ 106,499	€ 127,001
Totals	€ 242,811	€ 236,395	€ 318,160	€ 260,130	€ 263,381	€ 298,222
TOTAL ANNUAL TURNOVER 2024						€ 3,158,905

3.4 Opening Hours

It is envisioned that the Patient Shop and Patient Coffee Shop shall open from 07:00 to 20:00, Monday to Friday and from 09:00 to 18:00 on Saturdays, Sundays and Bank Holidays.

It is envisioned that the Pharmacy shall open, at a minimum, from 07:00 to 20:00, Monday to Friday and from 09:00 to 18:00 on Saturdays. However, the Contracting Authority will consider proposals from the successful tenderer to extend these opening hours.

The Contracting Authority shall discuss precise opening hours with tenderers during the negotiation stage of the competition and may rely upon the expertise of tenderers in determining the hours of operation of each unit. In particular, it may be appropriate for the successful concessionaire to operate a reduced service on particular public holidays, with any such arrangements to be agreed in advance with the Contracting Authority.

3.5 *Prohibited Items*

Tenderers are advised that the sale of flowers, chewing gum, tobacco, tobacco-related products and e-cigarettes or related items is strictly prohibited in the Contracting Authority's premises. The Pharmacy shall be entitled to sell smoking cessation devices and aids of the variety normal sold in retail pharmacies. The successful concessionaire shall not offer for sale any items that the Contracting Authority, acting reasonably, considers incompatible with its remit as a public healthcare organisation. The Contracting Authority shall be entitled to exercise its discretion in identifying any products as unsuitable for sale and shall be at no liability to the successful concessionaire as a result of any decision in this regard.

3.6 *Resourcing Arrangements*

The following provisions comprise an overview of the general resourcing mechanisms applying to all three units; staffing requirements that are particular to each unit are addressed separately.

The Contracting Authority is particularly interested in collaborating with a concession partner who can encourage employee interaction, who fosters a culture that can drive employee engagement, who embraces service-led training and development and who has a positive approach to reward and recognition. Tenderers are advised of the following:

- 3.6.1 All staff engaged in the delivery of the required services shall be the employees of the successful concessionaire and shall not be considered employees, servants or agents of the Contracting Authority for any purposes whatsoever. The successful concessionaire will be solely responsible for all employment matters, including, but not limited to, rostering, time keeping, remuneration, expenses, taxation and PRSI payments. The successful concessionaire will be bound by all legislative obligations concerning employment protection, working conditions, working time and rates of pay. Finally, the successful concessionaire will ensure that all personnel employed to deliver the services are legally permitted to work in Ireland.
- 3.6.2 All staff engaged in service delivery will be required to wear a uniform, protective footwear and (in the case of food service) appropriate hair covering. All personnel will also be required to wear an identification badge with their name clearly marked. It will be the responsibility of the successful concessionaire to provide, pay for and replace, as necessary, uniforms and personal protective equipment for all employees.

- 3.6.3 All staff must be trained to an acceptable standard, must be neat in appearance and professionally courteous in their interaction with staff, visitors and patients of Beaumont Hospital. In this regard, the successful concessionaire will ensure standards of presentation and manner that comply both with the reasonable expectations of the Hospital's staff, visitors and patients and any specific directions given by the Contracting Authority's management.
- 3.6.4 Customer-facing staff must be fluent in the English language.
- 3.6.5 The successful concessionaire shall remove from the premises any employee whom the Contracting Authority, acting reasonably, considers unsuitable by reference to any of the foregoing provisions (i.e., paragraphs 3.6.1 to 3.6.4).
- 3.6.6 All staff must be rostered for duty in such a manner that the effects of any unscheduled absences or illnesses are satisfactorily mitigated. The Contracting Authority requires that such issues are dealt with appropriately in order to safeguard the provision of a reliable and continuous service. In this regard, the successful concessionaire will be required to implement suitable rostering and attendance mechanisms to ensure that alternate resources are available at short notice.
- 3.6.7 The induction of new members of the successful concessionaire's staff must be completed by a suitably qualified and experienced individual prior to staff commencing work on their own. The onsite training may legitimately be conducted 'on the job,' but inexperienced staff must be closely supervised and must work with an experienced staff member.
- 3.6.8 The successful concessionaire's staff induction training must include mechanisms to familiarise staff with all of the Hospital's relevant policies and procedures and especially those concerned with health and safety.
- 3.6.9 The successful concessionaire must have in place appropriate measures to ensure that the performance of staff is routinely monitored, managed and appraised.
- 3.6.10 Up-to-date records of the training undertaken by all staff must be retained by the successful concessionaire and must be made available to the Contracting Authority or any relevant third parties upon request.
- 3.6.11 The successful concessionaire's staff may use the staff facilities of the Contracting Authority when on duty and in uniform (with the exception of staff car parking) and will be expected to observe the rules and regulations of the Contracting Authority, including the Contracting Authority's No Smoking Policy, Dress Code Policy, Social Media policy and the Contracting Authority's policy in respect of the use of mobile phones. In this regard, staff shall be strictly forbidden to use mobile phones whilst on duty.
- 3.6.12 Under the National Vetting Bureau (Children and Vulnerable Persons) Act 2012 and 2016, the Contracting Authority is categorised as a 'relevant organisation.' The Act stipulates that

a relevant organisation shall not permit any person to undertake relevant work or activities on behalf of the organisation unless the organisation has received a vetting disclosure from the National Vetting Bureau in respect of that person. On this basis, all resources employed by the successful concessionaire must be Garda vetted in advance of commencing work on the Contracting Authority's premises.

3.7 *General Management Arrangements*

The successful concessionaire will be required to deploy a sufficiently senior management / supervisory team to supervise and support all operational resources. Additionally, the management / supervisory team will facilitate communication between the Contracting Authority and the successful concessionaire. The management / supervisory team will perform all operational management duties and will ensure a sufficient supervisory presence on all shifts. The likely responsibilities of the senior management and supervisory team are as follows:

- 3.7.1 Concerning the ongoing supervision of staff, the successful concessionaire will be responsible for ensuring that all personnel delivering the required service are appropriately supervised and directed. All supervisory staff must have adequate authority to address and resolve disciplinary or performance issues promptly and to the satisfaction of the Contracting Authority.
- 3.7.2 The management / supervisory team as a whole will assume full responsibility for ensuring that the agreed standards of service delivery are secured throughout the concession agreement.
- 3.7.3 Within the management / supervisory team, a single individual will be nominated to fulfil the role of Account Manager. The Account Manager may be required to attend departmental meetings (where appropriate) in connection with this concession agreement in order to update the Contracting Authority's Senior Management Team regarding the overall performance of the retail units. In this regard, it is anticipated that the Account Manager will proactively monitor the operation of the retail units and will ensure that any potential areas of improvement, once identified, are communicated to the Contracting Authority's management with the utmost efficiency.
- 3.7.4 In addition to the departmental meetings referred to in paragraph 3.7.3, the Account Manager and a representative of the Contracting Authority's Finance Department shall hold quarterly formal progress meetings to discuss any issues impacting upon service delivery and to monitor general performance. Arising from these meetings, milestones, compliance schedules and operational protocols will be formulated, if required, in order to improve the quality of service delivery. The Account Manager will be responsible for communicating the outcomes and actions of any such meetings and for ensuring the implementation of any agreed mechanisms.
- 3.7.5 The Account Manager will be required to record all complaints (whether formally or informally made), lapses in service and non-performances of every description for discussion

with the Contracting Authority. In this regard, the Account Manager will be required to operate a suitably rigorous complaints management policy, which must facilitate the logging, recording and resolution of complaints.

- 3.7.6 The Account Manager shall ensure that the Contracting Authority's designated resources are afforded appropriate access to the successful concessionaire's employees and records in order to ensure the effective operation of the retail units.

3.8 Pricing

It is the policy of the Contracting Authority that selling prices are competitive with local on-street convenience stores, coffee shops and pharmacies to ensure that patients, visitors and staff are not overcharged. Prior to service commencement, the successful concessionaire will be required to undertake a benchmarking exercise, whereby the prices of products to be sold shall be assessed against prices charged by retail units in the vicinity of Beaumont Hospital. The express approval of the Contracting Authority shall be sought in respect of all prices. Price fluctuations and matters such as 'shrinkflation' will be discussed between the successful concessionaire and the Contracting Authority at the quarterly progress meetings described in paragraph 3.7.4. Additionally, the attention of Tenderers is drawn to the following provisions:

- 3.8.1 The successful concessionaire must comply with all legislation regarding the manner in which prices of products and services are displayed to consumers. Broadly, these laws consist of the EC (Requirements to Indicate Product Prices) Regulations 2002 (as amended by S.I No. 597/2002) and various orders made under the Prices Act 1958 to 1972 and the Consumer Protection Act 2007 (as amended by the Consumer Rights act 2022).
- 3.8.2 Additionally, the successful concessionaire will be required to comply with the Retail Price (Food in Catering Establishments) Display Order 1984 (where applicable).
- 3.8.3 The successful concessionaire will be required to adhere to The Pharmaceutical Society of Ireland's 'Guidance to Support Transparency of Medicines Pricing and Fees for Pharmacy Service.'
- 3.8.4 The successful concessionaire will be obliged to adhere to all statutory provisions and guidance relating to pricing for pharmaceutical products and services, including (but not limited to) the Health (Pricing and Supply of Medical Goods) Act 2013 and the Community Pharmacy Agreement 2025.
- 3.8.5 All prices must be all inclusive; there must be no hidden costs (e.g., charges for packaging, plastic knives and forks, etc.)

In the event of material discrepancies in pricing between the proposed retail units on the Contracting Authority's premises and comparable local retail units, the Contracting Authority shall be entitled, acting reasonably, to request the adjustment of prices by the successful concessionaire. **The successful concessionaire shall be required to provide the Contracting Authority with a detailed 'Pricing**

Report' each quarter, which must set out the top-100 selling individual items per retail unit (calculated by reference to unit sales) and their respective prices. For each item, evidence must be provided that the price in question has been benchmarked against the selling price of the same (or near equivalent) item in retail units in the vicinity of the Contracting Authority's campus.

3.9 General Delivery and Storage Protocols

All deliveries to the premises must be at agreed times. Access routes and times may be subject to change by the Contracting Authority to suit operational and planning requirements. Any such alterations to access routes to the Contracting Authority's campus shall not entitle the successful concessionaire to compensation. In the event that any third party makes any deliveries and leaves these deliveries on the premises or anywhere on the Contracting Authority's campus, the Contracting Authority takes no responsibility whatsoever for these deliveries.

3.10 Branding, Marketing, Promotion and Growth

The Contracting Authority envisages that the award of this concession agreement will facilitate a growth in sales. The successful concessionaire will be required to rely upon its market knowledge to increase customer numbers and to increase spend per purchase, thereby maximising the value of the agreement to the Contracting Authority. Obligations of the successful concessionaire in this regard include the following:

- 3.10.1 The successful concessionaire will be required to brand and decorate the Patient Shop, Patient Coffee Shop and Pharmacy in such a manner that they are attractive destinations for customers within the Hospital campus. It is anticipated that a recognisable and established brand will drive footfall.
- 3.10.2 All three retail units must be redeveloped in such a manner that their physical layouts maximise sales per square metre of retail space.
- 3.10.3 The successful concessionaire must organise stock in such a manner that spend per purchase is optimised.
- 3.10.4 The successful concessionaire is encouraged to offer incentives such as meal deals, loyalty card schemes or staff discounts.

3.11 Cleaning

The successful concessionaire shall be responsible for cleaning each of the retail units. Tenderers are advised that, given the location of the units within an acute hospital environment, cleanliness shall be of paramount importance. For the avoidance of doubt, the successful concessionaire shall be solely responsible for the following:

- 3.11.1 The general cleaning, sweeping and decontamination of all floors, countertops, surfaces and shop fittings on an as-needed basis (and at least daily).

- 3.11.2 In respect of the Patient Coffee Shop, the cleaning of dining tables, cutlery, crockery and all equipment and utensils used in food preparation and service.
- 3.11.3 In respect of the Patient Shop and the Patient Coffee Shop, the daily cleaning of hot and cold food display equipment, fridges and dishwashers using appropriate cleaning materials and cleaning agents.
- 3.11.4 In respect of the Patient Shop and the Patient Coffee Shop, the cleaning and emptying of all machines as required (e.g., the de-scaling of coffee machines and water boilers, using appropriate cleaning materials and cleaning agents).
- 3.11.5 In respect of the Pharmacy, the cleaning and sanitation of medication storage areas (including medication fridges) in accordance with industry best practice.
- 3.11.6 The successful concessionaire shall adopt industry best practice regarding pest prevention.

The retail units in question comprise 'medium risk' areas for the purposes of the Contracting Authority's cleaning risk profile. Consequently, the Contracting Authority's hygiene and cleaning staff shall have the right to audit the units periodically to ensure that they have been satisfactorily cleaned to an appropriate standard. Any deficiencies in this regard shall be brought to the attention of the successful concessionaire and must be immediately rectified.

3.12 Disposal of Waste

The successful concessionaire may elect to make its own arrangements for the disposal of waste, bearing in mind that waste must be transported through the Hospital in a safe and hygienic manner. Alternatively, the successful concessionaire may elect to utilise the Contracting Authority's waste management facilities, in which case a fixed daily fee of €50.00 shall be payable to the Contracting Authority. **For the avoidance of doubt, the Contracting Authority's waste management facilities may only be used for the disposal of general, non-risk waste. All medicines or healthcare risk waste generated by the Pharmacy must be disposed of independently by the successful concessionaire in compliance with all applicable statutory provisions.**

3.13 Insurances

The successful concessionaire must maintain the forms and levels of insurance specified in Section 9 of this Invitation to Tender document in respect of all staff, equipment and structures utilised in the performance of this concession agreement. All insurances must specify that the business is to be conducted at Beaumont Hospital, Beaumont Road, Dublin 9. The successful concessionaire shall operate and maintain all equipment (including any equipment made available by the Contracting Authority) in a good and workmanlike manner and shall indemnify the Contracting Authority against any claim arising from the operation and maintenance of all equipment.

With particular respect to the Pharmacy, the successful concessionaire shall maintain pharmacy professional indemnity insurance at the level specified in Section 9 of this Invitation to Tender document and shall indemnify the Contracting Authority against any claim arising from professional negligence allegations (to include all possible claims, such as dispensing errors, the provision of incorrect advice to customers or a failure to provide advice where reasonably required to do so).

3.14 *Concession Fee*

The successful concessionaire shall pay a concession fee to the Contracting Authority in return for the right to provide the required services. The concession fee shall be calculated as a percentage of turnover across the three retail units. The following provisions shall apply to the calculation and payment of the concession fee:

- 3.14.1 The fee payable will be a percentage of the aggregate of all sums and money received or receivable and the amount or value of any other consideration received or receivable for all products sold or provided and from all business of any nature whatever conducted at in, from or upon the retail units in question (i.e., the gross turnover).
- 3.14.2 For the avoidance of doubt, no deduction in calculating gross turnover is to be made for:
- Bad or doubtful debts;
 - Commissions or fees payable to banking, financial or credit card organisations;
 - Commissions payable to other persons.
- 3.14.3 The calculation of gross turnover shall exclude VAT or any similar sales or excise tax imposed directly on the successful concessionaire in respect of the supply of goods or services but only to the extent that such tax is actually paid or accounted for by the successful concessionaire to the Revenue Commissioners or other taxing authorities.
- 3.14.4 The concession fee is to be paid by the successful concessionaire to the Contracting Authority quarterly in arrears.
- 3.14.5 Within one month of the end of each quarterly period, the successful concessionaire shall deliver to the Contracting Authority a certificate signed by its in-house accountants and audited annually by independent chartered accountants (to be expressly approved of by the Contracting Authority) certifying the amount of the gross turnover during the quarterly period in question.
- 3.14.6 Within six weeks of the end of each quarterly period, the concession fee is to be paid to the Contracting Authority by electronic funds transfer.

3.14.7 The successful concessionaire is to maintain detailed and accurate accounts records throughout the term of the concession agreement. The following provisions shall apply to the maintenance of accounts records:

- The Contracting Authority shall have the right to inspect the accounts records at any time with the provision of reasonable notice. The successful concessionaire shall keep safely the accounts records relating to the current and all preceding quarterly periods in a location that is reasonably accessible, for inspection purposes, by a nominated representative of the Contracting Authority.
- The Contracting Authority may, at its discretion, request an audit of the accounts records relating to any quarterly period by a professionally qualified accountant or auditor appointed by the Contracting Authority. In the event that any such audit reveals any error, discrepancy or inconsistency in respect of the accounts records, the successful concessionaire will be deemed to have breached the provisions of the concession agreement. Depending upon the materiality of the error, discrepancy or inconsistency in question, the successful concessionaire (i) may be instructed to remedy the matter within a prescribed period of time or (ii) may have its appointment terminated in accordance with the relevant provisions of the concession agreement.
- In addition to the certificate referred to in paragraph 3.14.5 above, the successful concessionaire may be required by the Contracting Authority to provide periodic updates during any quarterly period regarding the ongoing financial performance of the retail units. In requesting any such periodic update, the Contracting Authority shall provide reasonable notice and shall inform the successful concessionaire of the precise information required. Periodic updates shall generally comprise a financial statement detailing, with accuracy, the turnover for the timeframe in question, accompanied by appropriately comprehensive information regarding profitability and outgoings.

3.15 Closures

The successful concessionaire shall be required to obey any instruction issued by the Contracting Authority regarding the closure of one or more retail unit in response to any outbreak of disease on the Contracting Authority's premises or in response to any public health emergency. The Contracting Authority shall be at no liability to the successful concessionaire as a result of any period of closure arising in such circumstances, nor shall any payment owed to the Contracting Authority be waived, delayed or reduced, save insofar as if the period of closure persists for longer than seven consecutive days, the Contracting Authority and the successful concessionaire shall negotiate in good faith to determine a mutually agreeable amendment to the concession fee ordinarily due.

3.16 Utilities

The Contracting Authority shall provide water, electricity and heat to each retail unit.

3.17 *Contracting Authority Rights of Inspection*

The Contracting Authority reserves the right to close off temporarily, at any time, part or all of the retail units for the purposes of repairing, renovating, replacing, cleaning or maintaining the fabric of the Contracting Authority's premises. In such instances, due notice of the planned closure shall be provided to the successful concessionaire. Additionally, the Contracting Authority shall have the right on giving prior notice (or, in the case of an emergency, without notice), to enter any or all of the retail units to inspect utilities, connections, conduits or any aspect of the built infrastructure. The Contracting Authority shall utilise all reasonable efforts to minimise the impact and duration of any closures. The Contracting Authority shall be at no liability to the successful concessionaire as a result of any period of closure arising in such circumstances, nor shall any payment owed to the Contracting Authority be waived, delayed or reduced, save insofar as if the period of closure persists for longer than seven consecutive days, the Contracting Authority and the successful concessionaire shall negotiate in good faith to determine a mutually agreeable amendment to the concession fee ordinarily due.

4. THE PATIENT SHOP

NOTE: *This section of the Invitation to Tender document specifies the particular requirements applying to the Patient Shop, which shall be developed and operated by the successful concessionaire.*

4.1 Health and Safety Training

The successful concessionaire will be directly responsible for its own employees in relation to Health and Safety and will bear the cost of any notice, instruction, decision or inspection of the Health and Safety Authority under the applicable legislation.

4.2 Supply and Storage of Stock

With particular respect to the Patient Shop, the successful concessionaire must adhere to the following provisions in respect of the sourcing, delivery and storage of food and beverages:

- 4.2.1 All produce must be purchased from reputable and registered wholesalers or suppliers. The successful concessionaire will be responsible for ordering and purchasing all supplies to be used in the provision of the required services. Such supplies will be ordered in the name of the successful concessionaire on behalf of the successful concessionaire and will remain the property of the successful concessionaire. Under no circumstances will supplies be ordered or purchased on behalf of, or in the name of, the Contracting Authority.
- 4.2.2 All produce must be stored in compliance with all relevant statutory provisions (i.e., in suitable hygienic storage areas and containers at the correct temperatures). Food stocks on site at any given time must not exceed the capacity of the successful concessionaire's storage facilities.
- 4.2.3 Food hygiene legislation requires that all foods are checked upon receipt for quality, packaging integrity and temperature. It is therefore unacceptable practice for any foods to be left unattended whether inside or outside of the building.

4.3 Product Range

The Patient Shop currently offers confectionery, beverages, pre-packed sandwiches, scratch cards, lotto tickets, toiletries and gifts. It is incumbent upon tenderers to determine the most appropriate product range for the Patient Shop, ensuring that the product range sold in the Patient Shop does not unduly compete with, or detract from, the offering sold through the Patient Coffee Shop or Pharmacy. Taking into account the foregoing condition, a suggested range of products is outlined below:

- 4.3.1 A limited range of stationery, to include pens, pencils and small notebooks;
- 4.3.2 Newspapers, magazines, periodicals and paperbacks;
- 4.3.3 Confectionery, to include sweets, chocolates, biscuits and ice cream;

- 4.3.4 A limited range of pre-packed sandwiches and related 'grab and go' items, such as fruit, yoghurt and snacks;
- 4.3.5 A limited range of toiletries, to include razors, combs, hair brushes, deodorant, soap, shower gels and feminine hygiene products;
- 4.3.6 Miscellaneous products, including greeting cards, mass cards, scratch cards and top-up facilities.

4.4 Product Quality

The quality of all products sold through the Hospital Shop is non-negotiable. The following provisions shall govern the quality of products sold through the Hospital Shop:

- 4.4.1 All food and beverage supplies may be subject to quality assessment by the Contracting Authority upon delivery. All Food Safety Authority of Ireland guidelines relating to the quality of food and beverage supplies must be adhered to throughout this framework agreement. All confectionery and beverages must be branded items that are recognisable from retail units throughout Ireland.
- 4.4.2 All food and beverage products sold through the Patient Shop must be labelled in accordance with the Food Safety Authority of Ireland's guidelines. In this regard, labels must include all relevant information, including the name and address of the manufacturer or packer, the country of origin, the product description, the list of ingredients, a batch code number, the weight of the package, the date of preparation, the date of packing, the best before date and any particular storage instructions. In addition to these general labelling requirements, the successful concessionaire shall be responsible for ensuring that any categories of product with unique labelling requirements under relevant legislation or guidance are appropriately marked. Finally, any allergens must be indicated on product labels, with a clear reference to the name by which the allergen is known.
- 4.4.3 The successful concessionaire must ensure that all food and beverage supplies offered for sale through the Hospital Shop are stored and transported at appropriate temperatures, taking into account the nature of the products in question.
- 4.4.4 The successful concessionaire will be responsible for ensuring that all delivery and operational personnel comply with the European Communities (Hygiene of Foodstuffs) Regulations 2006 (S.I. No. 369 of 2006, as amended) and Regulation (EC) No 852/2004. In the event of an outbreak of a contagious infection or illness, the concessionaire must enforce immediate control measures, including mandatory staff sickness reporting and work exclusion protocols, in strict accordance with the Food Safety Authority of Ireland / HSE 'Fitness to Work' guidelines.

5. THE PATIENT COFFEE SHOP

NOTE: *This section of the Invitation to Tender document specifies the particular requirements applying to the Patient Coffee Shop, which shall be developed and operated by the successful concessionaire.*

5.1 Health and Safety Training

The successful concessionaire will be directly responsible for its own employees in relation to Health and Safety and will bear the cost of any notice, instruction, decision or inspection of the Health and Safety Authority under the applicable legislation. The successful concessionaire shall adhere to the following provisions in respect of health and safety:

5.1.1 It is a legal requirement that all personnel involved in the provision of food services are adequately trained and supervised. Such training and supervision will be the sole responsibility of the successful concessionaire. At a minimum, all staff working in the Restaurant / Coffee Shop must have received training in hygiene standards, food preparation and culinary skills (where appropriate), and a food safety management system based on the principles of HACCP (Hazard Analysis and Critical Control Point). It is a requirement that the successful concessionaire will have a site-specific service operating manual for the Contracting Authority's premises.

5.1.2 In addition to the specific health and safety training requirements stipulated above, the successful concessionaire will be required to implement appropriate standards under the HACCP regulations in respect of all elements of food delivery. In this regard, the successful concessionaire will be required to implement specific standards and protocols concerning the following elements:

- Cleaning and sanitation;
- Personal hygiene and training;
- Deliveries, storage, distribution and storage;
- Waste management;
- Zoning (the separation of activities to prevent potential food contamination).

5.1.3 The standards and protocols listed under Section 5.1.2 are based on requirements applying to a food business as outlined in the applicable legislation and in the FSAI Guidance Notes currently in place, including the following:

- Regulation EC/852/2004 regarding the Hygiene of Foodstuffs;
- Regulation EC 178/2002 regarding Traceability and Recall;

- I.S. 340:2007 and A1:2015 (Hygiene in the Catering Sector);
- S.I. No. 556 of 2014 (European Union (Provision of Food Information to Consumers) Regulations 2014) as amended by S.I. No. 389 of 2016 and S.I. No. 559 of 2016.
- S.I. No. 489 of 2014, as amended by S.I. No. 656 of 2024 (Health (Provision of Food Allergen Information to Consumers in respect of Non-Prepacked Food) Regulations).
- S.I. 619 of 2001 - Safety Health and Welfare at Work (Chemical Agents) Regulations, as amended by S.I. No. 623 of 2015, S.I. No. 231 of 2021 and S.I. No. 127 of 2026 (The Latest Amendment).

The Contracting Authority reserves the right to seek evidence that the above food safety management system is in place at any time during the term of the concession agreement. All foods must be prepared and stored in compliance with Food Safety Regulations (EC 852/2004 as may be amended).

5.3 Supply and Storage of Stock

With particular respect to the Patient Coffee Shop, the successful concessionaire must adhere to the following provisions in respect of the sourcing, delivery and storage of food and beverages:

- 5.3.1 All produce must be purchased from reputable and registered wholesalers or suppliers. The successful concessionaire will be responsible for ordering and purchasing all supplies to be used in the provision of the required services. Such supplies will be ordered in the name of the successful concessionaire on behalf of the successful concessionaire and will remain the property of the successful concessionaire. Under no circumstances will supplies be ordered or purchased on behalf of, or in the name of, the Contracting Authority.
- 5.3.2 All produce must be stored in compliance with all relevant statutory provisions (i.e., in suitable hygienic storage areas and containers at the correct temperatures). Food stocks on site at any given time must not exceed the capacity of the successful concessionaire's storage facilities.
- 5.3.3 Food hygiene legislation requires that all foods are checked upon receipt for quality, packaging integrity and temperature. It is therefore unacceptable practice for any foods to be left unattended whether inside or outside of the building.

5.4 Product Range

It is incumbent upon Tenderers to determine the most appropriate product range for the Patient Coffee Shop, ensuring that the product range sold in the Patient Coffee Shop does not unduly compete with, or detract from, the offering sold through the Patient Shop. Taking into account the foregoing condition, a suggested range of products is outlined below:

- 5.4.1 A deli-counter offering, whereby sandwiches, wraps, paninis and rolls can be prepared to order, incorporating salads, meats and cheese;
- 5.4.2 A branded speciality coffee offering (to include latte, cappuccino, macchiato, etc.), incorporating tea and other hot drinks;
- 5.4.3 A refrigerated beverage unit, containing water, soft drinks and juices / smoothies;
- 5.4.4 Fresh fruit, offered for sale on a 'grab and go' basis;
- 5.4.5 Pastries, cakes and confectionery slices;
- 5.4.6 A range of 'cook from chill' light meal options and snacks.

It is emphasised that the foregoing range of products merely constitutes a suggested list of items. Tenderers are encouraged to exercise their professional discretion in formulating product offerings that will increase footfall and sales to the unit.

5.5 Product Quality

The quality of all products sold through the Patient Coffee Shop is non-negotiable. The following mandatory provisions govern products sold through the Patient Coffee Shop:

- 5.5.1 All food and beverage supplies may be subject to quality assessment by the Contracting Authority upon delivery. All Food Safety Authority of Ireland guidelines relating to the quality of food and beverage supplies must be adhered to throughout this framework agreement. All confectionery and beverages must be branded items that are recognisable from retail units throughout Ireland.
- 5.5.2 All food and beverage products sold through the Patient Coffee Shop must be labelled in accordance with the Food Safety Authority of Ireland's guidelines. In this regard, labels must include all relevant information, including the name and address of the manufacturer or packer, the country of origin, the product description, the list of ingredients, a batch code number, the weight of the package, the date of preparation, the date of packing, the best before date and any particular storage instructions. In addition to these general labelling requirements, the successful concessionaire shall be responsible for ensuring that any categories of product with unique labelling requirements under relevant legislation or guidance are appropriately marked. Finally, any allergens must be indicated on product labels, with a clear reference to the name by which the allergen is known.
- 5.5.3 The successful concessionaire must ensure that all food and beverage supplies offered for sale through the Patient Coffee Shop are stored and transported at appropriate temperatures, taking into account the nature of the products in question.

- 5.5.4 The successful concessionaire will be responsible for ensuring that all delivery and operational personnel comply with the European Communities (Hygiene of Foodstuffs) Regulations 2006 (S.I. No. 369 of 2006, as amended) and Regulation (EC) No 852/2004. In the event of an outbreak of a contagious infection or illness, the concessionaire must enforce immediate control measures, including mandatory staff sickness reporting and work exclusion protocols, in strict accordance with the Food Safety Authority of Ireland / HSE 'Fitness to Work' guidelines.
- 5.5.5 All fresh fruit and vegetables sold under this concession agreement must be of comparable quality to equivalent products available to the Contracting Authority from retail outlets. Fruit and vegetables must be free from visual defects such as hollow hearts, dry rot, discoloration or any effects of frost. In respect of fruit, skins must be clean and bright, with no evidence of mould, dehydration or decay.
- 5.5.6 All prepared fruit and vegetables sold under this concession agreement must be of a comparable quality to equivalent products available to the Contracting Authority from retail outlets. Produce must be sound, clean, of marketable quality and must be stored and delivered under cool conditions.
- 5.5.7 All bread and baked products provided sold under this concession agreement must be of a comparable quality to equivalent products available to the Contracting Authority from retail outlets. Bread and baked products must be wrapped within 24 hours of baking, with misshapen or poorly-wrapped products rejected. All bread and baked products must be free from abnormal odour and foreign matter and must have a minimum shelf life of three days. In general, bread and baked products should contain less than 0.1 gram of sodium per 100 grams of product, or less than 0.3 gram of salt per 100 grams of product.
- 5.5.8 All sandwiches and related products provided sold under this concession agreement must be of a comparable quality to equivalent products available to the Contracting Authority from retail outlets. The shelf life of all pre-packed sandwiches must be a minimum of three days. All sandwiches that are spoiled, damaged, torn, crushed, otherwise exposed to the elements or damaged in any manner shall not be offered for sale under this concession agreement. All sandwiches, related products and their ingredients must be manufactured, stored and delivered to the Contracting Authority within the temperature range of 0°C to - 4°C.
- 5.5.9 All pork and bacon provided for sale under this concession agreement must derive from animals that have not been fed with meat or bone meal. The age of the pig must be between six and 12 months. All pork and bacon products must be sourced from EU approved premises. All animal products provided under this concession agreement must strictly comply with the residue and contaminant monitoring requirements of the Official Controls Regulation (EU) 2017/625. Furthermore, all products must be sourced exclusively from animals that have not been subjected to growth hormones or unauthorized veterinary treatments, in full compliance with Directive 96/22/EC (as amended by Directive 2003/74/EC) and relevant Irish veterinary medicines legislation.

- 5.5.10 All eggs and egg products offered for sale under this concession agreement must be fresh and graded and must be supplied from premises with a relevant and appropriate salmonella control programme in operation. The freshness of eggs at the time of delivery shall correspond to the weekly number on the case, which shall be current and clearly marked. The grade of the eggs must also be clearly marked.
- 5.5.11 All dairy products offered for sale under this concession agreement must be clean, pasteurised and free from unnecessary odours and/or taints. All dairy products must be passed through a foreign body detection process set to the optimum sensitivity prior to delivery. Liquid milk/cream must have a minimum shelf life of seven days, butter/spreads must have a minimum shelf life of 28 days, cheese must have a minimum shelf life of 14 days and all yoghurts must have a minimum shelf life of seven days.
- 5.5.12 Any frozen food products offered for sale under this concession agreement must be of comparable quality to equivalent products available to the Contracting Authority from retail outlets. All frozen food products must have a minimum of half of their shelf life / best before 'lifespan' remaining at the time of delivery to the Contracting Authority's premises. Frozen food products must be free from genetically modified DNA or GMO specific protein. Frozen food products must generally have a delivered temperature within a range of -18°C to -22°C, and must be packaged in pre-packaging that prevents the product in question against external contamination and drying. Frozen food products must strictly conform to the European Communities (Quick-Frozen Foodstuffs) Regulations 1992 and 1995 (including S.I. No. 370 of 1995), read in conjunction with Commission Regulation (EC) No 37/2005. The concessionaire is fully responsible for ensuring all transport, warehousing, and storage facilities utilise recording instruments validated to EN 12830, EN 13485, and EN 13486 standards, and must maintain dated temperature logs for a minimum of one year for compliance auditing purposes.
- 5.5.13 All food offered for sale under this concession agreement must be fully traceable. In this regard, the successful concessionaire will be required to adhere to the provisions of Regulation (EC) No 178/2002 (as amended, including updates under Regulation (EU) 2019/1381), with strict adherence to Articles 18 and 19 thereof. The concessionaire must maintain an active 'one-step-back, one-step-forward' traceability system, retain clear digital or written delivery logs for inspection by the Food Safety Authority of Ireland (FSAI) or Environmental Health Officers, and possess a documented product recall protocol.
- 5.5.14 Where appropriate, all produce sold by the successful concessionaire must accord to the provisions of an appropriate quality assurance monitoring scheme. In this regard, the assessment methodology undertaken must be equivalent to the assessment methodology associated with recognised third-party schemes, such as the Bord Bia Quality Assurance Scheme or the QS Scheme

5.6 Healthy Options

'Healthy Ireland' is a national framework for action set out by the Department of Health to improve

the health and wellbeing of the people of Ireland. The initiative involves the provision of support at every level of society. The primary focus of 'Healthy Ireland' is on prevention and keeping people healthier for longer. It is expected that the successful concessionaire will become a partner to the Contracting Authority in offering healthy menu alternatives and sustainable business practices. In this regard, the Contracting Authority expects calorific information and guidelines to be provided on all food and beverage menus.

5.7 *Innovative Options*

The successful concessionaire shall be encouraged to take all steps necessary to continually improve upon the quality of food offered. In this regard, the successful concessionaire may choose to incorporate organic, free range or seasonal produce into menu offerings. In general, the successful concessionaire will be encouraged to adopt appropriate innovative practices in order to improve the experience of the Hospital community, to include the sale of nutritious, healthy-eating options, seasonal initiatives or other specialised food offerings.

6. RETAIL PHARMACY

NOTE: *This section of the Invitation to Tender document specifies the particular requirements applying to the new Pharmacy, which shall be developed and operated by the successful concessionaire.*

6.1 Scope of Pharmacy Operations

The Contracting Authority requires a visually-appealing branded Retail Pharmacy space that will provide the following services to the Contracting Authority's staff, visitors and patients:

- 6.1.1 The supply of medicines and pharmaceutical products in a safe, effective and economic manner;
- 6.1.2 The dispensing, supply, storage, distribution and disposal of a comprehensive range of medicinal products, dressings and nutritional products in accordance with all statutory provisions.
- 6.1.3 The provision of all pharmaceutical products and related services contemplated by the HSE's Community Pharmacy Agreement 2025.

6.2 Registration of Retail Pharmacy Business

The successful concessionaire will be responsible for ensuring registration of the Retail Pharmacy with the Pharmaceutical Society of Ireland (PSI) at the earliest possible opportunity following the conclusion of this competition and, in any event, prior to the commencement of service delivery. The successful concessionaire shall fully comply with the PSI's 'Guidelines on the Premises Requirements of a Retail Pharmacy Business.'

Prior to service commencement, the Contracting Authority shall require documentary evidence that the successful concessionaire has been granted a General Medical Services (GMS) licence and all other dispensing licences, permits and certifications required under the HSE's Community Pharmacy Agreement 2025.

6.3 Dispensary Service

The successful concessionaire will be required to provide pharmaceutical services that are appropriate to the demographic of Beaumont Hospital's patient cohort (i.e., patients, members of the general public, staff, visitors and out-patients). The successful concessionaire shall be expected to stock a full range of medicines to fulfil prescriptions in keeping with the needs of the likely patient cohort of a busy acute hospital.

6.4 Ancillary Pharmaceutical Products

In addition to the dispensary service outlined under Section 6.3 above, the successful concessionaire shall be entitled to sell the variety of products typically offered for sale in a community pharmacy

setting, including the following:

- 6.4.1 Over-the-counter products, including the range of pharmacy medicines normally associated with a retail pharmacy;
- 6.4.2 General toiletry items, including shampoos, soap, toothpaste, creams, shower gels, etc.;
- 6.4.3 Baby formula, lactose free formula and other medical grade products;
- 6.4.4 First aid products, female care products and health products such as vitamins and supplements;
- 6.4.5 A range of gifts and other sundries suitable for a retail pharmacy in general and hospital patients in particular.

6.5 Pricing

The successful concessionaire must ensure that pricing is consistent with the Irish Pharmacy Union Product File, maintained as part of the National Health Products Catalogue, and the Irish Pharmaceutical Healthcare Agreement. Additionally, pricing must comply with all guidelines of the Pharmaceutical Society of Ireland. The Contracting Authority is conscious that its patients are price conscious and will therefore not tolerate a situation in which prices charged by the Retail Pharmacy are unduly high when compared to community pharmacies in the vicinity of Beaumont Hospital. In the event of any material discrepancy between prices charged by the successful concessionaire and prices charged by local community pharmacies, the Contracting Authority shall have the right (acting reasonably) to instruct the successful concessionaire to reduce the prices in question.

6.6 Statutory Requirements

The successful concessionaire will be responsible for ensuring adherence to all statutory provisions and industry guidance applying to the operation of a retail pharmacy business, including those relating to limitations upon customers' ability to 'self-select' medication, the safe and secure storage of medication and the disposal of medication. In particular, the successful concessionaire must comply with the Guidelines on the Disposal of Medicinal Products for a Retail Pharmacy Business and all relevant legislation. The successful concessionaire shall comply with all aspects of the Pharmacy Act and associated regulations, including all related professional and ethical codes of practice.

6.7 Resourcing Levels

At a minimum, the successful concessionaire must ensure that the Retail Pharmacy unit is staffed by a Pharmacist, a Pharmacy Technician and one Retail Operative at all times. The successful tenderer shall have sole responsibility for ensuring that all staff are suitably-qualified and trained to perform their required functions. The successful concessionaire shall ensure that all pharmaceutical staff maintain the validity of their qualifications and accreditations for the maximum potential duration of the concession agreement.

7. FIT-OUT REQUIREMENTS

NOTE: These fit-out and installation requirements apply equally to the Patient Shop, the Patient Coffee Shop and the Retail Pharmacy. The successful concessionaire shall bear full responsibility for all design and construction work required in order to design, develop and bring into operation the retail units.

7.1 General Obligations

The available footprint outlined in Section 3.1 requires redevelopment by the successful concessionaire to provide the three distinct retail units required by the Contracting Authority. It is the intention of the Contracting Authority that completed retail units will be modern, attractive, branded destinations within the Hospital campus and that the 'flow' of customers throughout the units will be maximised. It is incumbent upon tenderers to exercise their professional judgement and retail expertise to propose and execute the optimum layout for the retail units.

7.2 Design and Construction Responsibilities

The successful concessionaire shall be responsible for all design and construction work associated with the fit-out of the retail units. The successful concessionaire shall be required to co-operate closely with the Contracting Authority's Technical Services Department in this regard; however, the fundamental responsibility for design and construction activities shall remain with the successful concessionaire. The precise obligations of the successful concessionaire in respect of design and construction are set out below:

- 7.2.1 The successful concessionaire will be responsible for the performance of all site works and services required as a result of fit-out activities, the diversions of site services (including site clearance, demolitions, alterations and ancillary services) and will assume full responsibility for design, fire safety, planning, engineering, all health and safety provisions and all construction obligations necessary to fit-out the required retail units.
- 7.2.2 The successful concessionaire shall engage appropriate design and construction professionals in order to ensure that all design and construction activities adhere to industry best practice and to all legislative provisions. All design and construction professionals shall be appointed as subcontractors to the successful concessionaire and shall not be employed by the Contracting Authority. Depending upon the complexity of the design and construction activities envisioned by the successful concessionaire, it may be necessary for the successful concessionaire to engage the following disciplines:
 - A suitably-qualified and experienced architect or interiors architect;
 - Suitably-qualified and experienced civil, structural, mechanical and/or electrical engineering resources;
 - Suitably-qualified and experienced PSDP and/or fire engineering resources;

- A suitably-qualified and experienced assigned certifier (being a registered engineer, architect or building surveyor), who will assume responsibility for all roles arising under the Building Control Regulations 1997 to 2015 (including S.I. No. 9 of 2014 and S.I. No. 365 of 2015) and any subsequent amendments;
 - A suitably-qualified and experienced PSCS and/or building contractor.
- 7.2.3 All design and construction activities must comply in full with the Building Regulations 1997 to 2026 (including Parts A to M thereof), alongside any subsequent statutory amendments, updates, or revised Technical Guidance Documents (TGDs) in force at the time of the redevelopment activities.
- 7.2.4 All design and construction activities must comply with all relevant Codes of Practice, Standards, HTMs, HBNs, local building codes, safety regulations and any other regulations applicable to the fit-out activities, together with all relevant statutory rules, regulations, bye-laws and other enforceable instruments applicable to both the design and execution of the fit-out works.
- 7.2.5 In carrying out all required construction activities, the successful tenderer shall use the degree of skill, care and diligence that would reasonably be expected of a competent professional designer and contractor experienced in carrying out design and construction activities of a similar nature, scope and complexity to those required in this instance. Additionally, the successful concessionaire shall carry out the works using good quality materials and equipment which are new (or recycled) and of satisfactory quality and in a good and workmanlike manner.
- 7.2.6 All design and construction activities must take due cognisance of the requirement that, where there is in existence a relevant Irish Standard, British Standard, BS code of practice, draft BS, German DIN Standard, ISO Standard, European Standard, Irish or British Board of Agreement Certificate applicable to the design of the works or any part thereof, then the recommendations and requirements of such documents shall be considered a minimum standard for the work described and must be complied with.
- 7.2.7 For the purposes of the Building Regulations, the successful concessionaire shall act as the 'building owner' in respect of the site and shall be responsible for ensuring that all construction activities are carried out in accordance with the requirements of the Building Regulations. For the avoidance of any doubt, this provision will not operate, nor shall it be deemed to operate, as a demise of the site or any element of the Contracting Authority's premises. Moreover, the successful concessionaire shall not have, nor shall the successful concessionaire be entitled to, any estate, right, title or interest in the site or any element of the Contracting Authority's premises.

7.3 Statutory Consents and Certification

It is emphasised that the successful concessionaire shall be solely responsible for securing any

statutory consents required in connection with the proposed fit-out works. In this regard, it is anticipated that a fire safety certificate and a disability access certificate will be required. The attention of Tenderers is drawn to the following provisions regarding statutory consents and certification:

- 7.3.1 The successful concessionaire will apply for, or otherwise seek and will obtain, all statutory consents that are necessary for carrying out the works and will implement the consents in accordance with their terms. The Contracting Authority will provide all reasonable assistance required by the successful concessionaire in implementing the terms of any conditions or requirements of a statutory consent, provided that the Contracting Authority will not be required to incur any external costs or expenses in doing so.
- 7.3.2 The successful concessionaire shall provide the Contracting Authority with a copy of any application for any statutory consent and all other relevant documents relating to the consent in question. The successful concessionaire shall notify the Contracting Authority of any decision by any relevant authority on an application for any statutory consent (including fire certificates or disability access certificates) as soon as it is known.

7.4 Hospital Considerations

The successful concessionaire must take adequate account of the fact that any construction works will be taking place in a live hospital environment. Consequently, the successful concessionaire will be required to schedule all fit-out works in such a manner that any adverse impact upon the Contracting Authority's staff, patients and visitors are minimised. Additionally, the successful concessionaire must implement suitable measures to mitigate the effect of dust and noise. **Appendix 4 of this Invitation to Tender document contains a range of the Contracting Authority's standard policies and protocols regarding any construction or installation work undertaken on its premises. In this regard, the successful concessionaire shall implement sufficiently rigorous protocols to ensure adherence to the provisions of the suite of documentation entitled Safe and Hygienic Building Works at Beaumont Hospital.**

7.5 New Fittings and Equipment

The successful concessionaire will be solely responsible for supplying, installing and commissioning any new fittings and equipment required for the purposes of service delivery. All such fittings and equipment shall remain the property of the successful concessionaire for the term of the concession agreement and shall be insured at the successful concessionaire's risk. All free-standing and / or minor fittings and equipment shall remain the property of the successful concessionaire upon the expiry of the concession agreement. The title of all fixed (i.e., 'built-in') fittings and equipment shall transfer to the Contracting Authority upon the expiry of the concession agreement; consequently, any such items are to be depreciated on a fixed line basis for the duration of the concession agreement. Concerning the installation, commissioning and maintenance of new fittings and equipment, the attention of Tenderers is drawn to the following provisions:

- 7.5.1 Any fittings and equipment supplied by the successful concessionaire for the purposes of

providing the required services must be new, must be of appropriate quality and must be fit for purpose.

- 7.5.2 All installation work must be carried out in a manner that takes due account of the fact that the equipment is being installed in a live hospital environment. In this regard, tenderers must undertake to comply with all directions of the Contracting Authority regarding the control of dust and noise.
- 7.5.3 Throughout all installation and commissioning activities, the successful concessionaire must ensure that all proprietary components or systems are installed and commissioned entirely in accordance with the manufacturers' standards or instructions.
- 7.5.4 All equipment to be provided by the successful concessionaire, including all components and ancillary elements, must be compatible with, and correctly rated for, connection to the Contracting Authority's electrical distribution system. Additionally, all equipment must be supplied with the correct mains fuse. The rating of this fuse shall be in accordance with the manufacturer's recommendations for the protection of the equipment proposed.
- 7.5.5 The successful concessionaire must supply all necessary mains transformers, filter units or power conditioners for equipment that requires either a clean mains supply or surge protection.
- 7.5.6 The maintenance of all equipment relied upon by the successful concessionaire for the purposes of service delivery will be the responsibility of the successful concessionaire. The successful concessionaire shall cover all costs relating to the maintenance of equipment.
- 7.5.7 Any additional temporary equipment brought onto the premises by the successful concessionaire shall be at the successful concessionaire's own risk and the Contracting Authority shall have no liability for any loss of or damage to any equipment. The successful concessionaire shall provide for the haulage or carriage thereof to the premises and the removal of equipment when no longer required at its sole cost.

7.6 PCI Compliance and PDQ Machines

The successful concessionaire will be solely responsible for providing all tills, credit card swipe machines (PDQs) and pin entry devices (PEDs) necessary for the provision of the required services. In respect of all such equipment, Tenderers are advised as follows:

- 7.6.1 Devices routinely used to process payment cards, such as tills, PDGs and PEDs must not be connected to the Contracting Authority's network.
- 7.6.2 All such devices must carry PCI DSS certification and must be adequately safeguarded against loss or theft.
- 7.6.3 All such devices must only be used by appropriately authorised staff as part of their duties and

must be protected from physical access and misuse out-of-hours.

8. GROUNDS FOR EXCLUSION

8.1 Grounds for Exclusion

This Section of the Invitation to Tender document details the grounds for exclusion that apply to this competition. **A tenderer's position under each of these grounds will be assessed by reference to the completed European Single Procurement Document (ESPD) contained in Appendix 6 of this document.** The completed ESPD will comprise a 'self declaration' by the tenderer that the grounds for exclusion detailed hereunder do not apply. The information contained in this Section of the Invitation to Tender document informs tenderers of how the completed ESPD will be interpreted by the Contracting Authority.

For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed hereunder. Such a request may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed hereunder.** In the event that the supporting documentation demonstrates that a ground for exclusion does, in fact, apply, the tenderer will be eliminated from this competition.

(Grounds detailed overleaf)

EXCLUSION GROUND	
(i)	A tenderer will be excluded from this competition if the tenderer, or a member of its administrative, management or supervisory body, has been convicted of participation in a criminal organisation, within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime.
(ii)	A tenderer will be excluded from this competition if the tenderer, or a member of its administrative, management or supervisory body, has been convicted of corruption, as defined by Regulation 57.1(b) of the European Union (Award of Public Authority Contracts) Regulations 2016.
(iii)	A tenderer will be excluded from this competition if the tenderer or a member of its administrative, management or supervisory body, has been convicted of fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up under the Council Act of 16 July 1995.
(iv)	A tenderer will be excluded from this competition if the tenderer, or a member of its administrative, management or supervisory body, has been convicted of terrorist offences or offences linked to terrorist activities, within the meaning of Articles 1 and 3 respectively of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting or aiding or abetting or attempting to commit an offence referred to in Article 4 of that Council Framework Decision.
(v)	A tenderer will be excluded from this competition if the tenderer, or a member of its administrative, management or supervisory body, has been convicted of money laundering or terrorist financing, within the meaning of Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing.
(vi)	A tenderer will be excluded from this competition if the tenderer, or a member of its administrative, management or supervisory body, has been convicted of child labour and other forms of trafficking in human beings, within the meaning of Article 2 of Directive 2011/36/EU41 of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA.
(vii)	A tenderer will be excluded from this competition if the tenderer is in breach of its obligations relating to the payment of taxes or social security contributions and said breach has been established by a judicial or administrative decision having final and binding effect in accordance with the law of the country in which the operator is established or the Member State of the Contracting Authority. <i>NOTE #1: This provision will not apply when the tenderer has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.</i> <i>NOTE #2: At the discretion of the Contracting Authority, this provision may not apply when only minor amounts of taxes or social security contributions are in question or when the tenderer did not have time, between being made aware of the breach of obligations and the commencement of this competition, to pay, or to enter into an arrangement to pay, the amounts in question.</i> <i>NOTE #3: In the event that the breach of obligations referred to above occurred more than five years prior to the date of advertisement of this competition, this ground for exclusion shall not apply.</i>

(viii)	A tenderer will be excluded from this competition if the tenderer, in performance of a public contract, has not complied with all applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided and that have been established by European Union law, national law, collective agreements or by international, environmental, social and labour law.
(ix)	A tenderer will be excluded from this competition if the tenderer is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the law of the State. <i>NOTE: The Contracting Authority may, at its discretion, decide not to exclude a tenderer on this ground for exclusion if it is possible for the Contracting Authority to establish that the tenderer would be able to perform the contract, taking into account national rules, measures and laws relating to the continuation of business.</i>
(x)	A tenderer will be excluded from this competition where the Contracting Authority can demonstrate, by appropriate means, that the tenderer is guilty of grave professional misconduct, which renders its integrity questionable.
(xi)	A tenderer will be excluded from this competition where the Contracting Authority has sufficiently plausible indications to conclude that the tenderer has entered into arrangements with other tenderers aimed at distorting competition.
(xii)	A tenderer will be excluded from this competition where a conflict of interest, as defined by Regulation 34 of the European Union (Award of Public Authority Contracts) Regulations 2016, cannot be effectively remedied by other, less intrusive, measures.
(xiii)	A tenderer will be excluded from this competition where a distortion of competition from the prior involvement of the tenderer in the preparation of the procurement procedure cannot be remedied by other, less intrusive, measures.
(xiv)	A tenderer will be excluded from this competition where the tenderer has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
(xv)	A tenderer will be excluded from this competition where the tenderer has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit supporting documents required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016
(xvi)	A tenderer will be excluded from this competition where the tenderer has undertaken to unduly influence the decision-making process of the Contracting Authority, or obtain confidential information that may confer upon it undue advantages in the procurement procedure or where the tenderer has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

9. ELIGIBILITY CRITERIA

9.1 Eligibility Criteria and Associated Rules

The Contracting Authority is using the single-stage negotiated procedure for the award of this contract. While any interested party may submit a tender, only those tenderers meeting the stated levels of financial and technical capacity will be considered for appointment as the successful tenderer.

In order to enable the Contracting Authority to ascertain tenderers' financial and technical capacity, all tenderers must complete the ESPD contained in Appendix 6 of this document. In particular, Part IV of the ESPD constitutes a 'self declaration' to the effect that the tenderer complies with each of the eligibility criteria and rules detailed hereunder. Once the ESPD has been completed, no additional response to these eligibility criteria is required.

In the event that the tender concerns a consortium, grouping, partnership or any other arrangement between multiple organisations, the ESPD must be completed separately for each independent member of the organisation.

For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder. Such a request may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to demonstrate compliance with all eligibility criteria detailed hereunder.** In the event that the supporting documentation demonstrates that any eligibility criterion is not complied with, the tenderer will be eliminated from this competition.

(Criteria detailed overleaf)

(a) INSURANCES

REQUIREMENT
It is a requirement that tenderers either possess the following forms and levels of insurance, or are in a position to implement the following forms and levels of insurance if successful in the competition: (a) Employer's Liability Insurance - €13m (b) Public/Product Liability Insurance- €6.5m (c) Professional Indemnity Insurance for the Operation of a Retail Pharmacy – of an appropriate form and level, in line with the requirements of the PSI (Retail Pharmacy Businesses) (Registration) Rules 2008 (S.I. No. 495 of 2008).
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 6, tenderers are confirming that they either possess the forms and levels of insurance indicated or, alternatively, that they are in a position to obtain the forms and levels of insurance indicated if successful in this competition. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) Evidence of the possession of the required forms and levels of insurance (i.e., certificates of insurance provided by brokers or underwriters); (b) A signed letter from the tenderer's insurance broker to the effect that the required forms and levels of insurance can be implemented should the tenderer prove successful in this competition.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(b) FINANCIAL CAPACITY

REQUIREMENT
It is a requirement that tenderers have attained a turnover of at least €3,000,000 in any one of the three previous financial years.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 6, tenderers are confirming that they have attained a turnover of at least €3,000,000 in any one of the three previous financial years. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) Financial statements or extracts from financial statements; (b) An objectively verifiable statement of the tenderer's overall turnover (e.g, an auditor's statement).
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(c) TAX CLEARANCE

REQUIREMENT
It is a requirement that tenderers either possess a Tax Clearance Certificate issued by the Irish Revenue Commissioners, or will possess such certification prior to the establishment of this concession agreement. For the avoidance of doubt, it is emphasised that the Contracting Authority is precluded from processing invoices submitted by service providers or suppliers not in possession of an Irish Tax Clearance Certificate.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 6, tenderers are confirming that they either possess a Tax Clearance Certificate issued by the Irish Revenue Commissioners or have applied for such a certificate. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) A reference to electronic evidence of tax clearance status issued by the Irish Revenue Commissioners (i.e., a screenshot, a hyperlink or any other appropriate material); (b) Copies of correspondence between the tenderer and the Irish Revenue Commissioners.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(d) HEALTH AND SAFETY

REQUIREMENT
It is a requirement that tenderers have in place adequate health and safety management measures that comply with all applicable legislative provisions
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 6, tenderers are confirming that they have in place adequate health and safety management measures that comply with all applicable legislative provisions. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: (a) A curriculum vitae for a nominated account manager who has complete responsibility for Health & Safety Management ; (b) A statement confirming that the tendering organisation satisfies its obligations in relation to the following areas given the scope and nature of the proposed services: – Health and Safety Policy and Organisation – Arrangements – Competent Advice – Training and Information – Individual Qualifications and Experience – Monitoring, Audit and Review – Workforce Involvement – Accident/Incident Reporting and Review – Sub-consulting Procedures – Hazard Management and Risk Assessment – Health and Welfare (c) A copy of the tenderer's current and valid health and safety statement; and (d) A statement confirming that all staff have received, read and will apply the Safety, Health and Welfare at Work (General Application) Regulations 2007 and the Guide to the Safety, Health and Welfare at Work Regulations 2007.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

(e) DECLARATION OF STATUTORY OBLIGATIONS

REQUIREMENT
It is a requirement that tenderers are fully compliant with the statutory obligations under all relevant employment and Health and Safety legislation, as stated below.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 6, tenderers are confirming that they are fully compliant with all statutory obligations under all relevant employment and Health and Safety legislation, including the following: • Employment Equality Act 1998; • Equal Status Act 2000; • Equality Act 2004; • Minimum Wage Act 2000; • Employment Regulation Orders of the Irish Labour Court; • The Working Time Directive (Directive 93/104/EC, as amended by Directive 2000/34/EC); • The Safety, Health and Welfare at Work Act 2005 and all associated legislation Tenderers are also confirming that they have procedures in place to ensure that all subcontractors (if any are to be utilised) apply the same standards. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming this compliance, the tenderer in question shall provide any documentary information reasonably requested by the Contracting Authority that attests to compliance.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

f) PREVIOUS EXPERIENCE – SHOP / COFFEE SHOP / RESTAURANT

REQUIREMENT
It is a requirement that Tenderers have successfully delivered, within the previous three years, two contracts of a similar nature, scale and complexity to the Contracting Authority's advertised requirements. In order to be deemed genuinely comparable in terms of nature, scale and complexity, each contract must have involved the satisfactory operation of a shop, coffee shop or restaurant in a busy public environment with a similar level of pedestrian traffic as Beaumont Hospital. In the case of a grouping or consortium, this criterion applies solely to the grouping member intended to assume responsibility for the operation of the Patient Shop and Patient Coffee Shop.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 6, tenderers are confirming that they have successfully executed two contracts of a similar nature, scale and complexity to the Contracting Authority's current requirements within the preceding three years. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: • The names of the two clients in question; • Contact information for both clients; • The commencement and termination dates of the two contracts; • The annual values of the two contracts; • A detailed description of the services and supplies provided under each of the two contracts, and an indication of the extent of which each contract is comparable to the Contracting Authority's current requirements.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

g) PREVIOUS EXPERIENCE – RETAIL PHARMACY SERVICES

REQUIREMENT
It is a requirement that Tenderers have successfully delivered, within the previous three years, one contract of a similar nature, scale and complexity to the Contracting Authority's advertised requirements in respect of retail pharmacy services. In order to be deemed genuinely comparable in terms of nature, scale and complexity, each contract must have involved the satisfactory operation of a retail pharmacy in a busy public environment with a similar level of pedestrian traffic as Beaumont Hospital. In the case of a grouping or consortium, this criterion applies solely to the grouping member intended to assume responsibility for the operation of the Retail Pharmacy.
ESPD REFERENCE AND MEANS OF PROOF
By completing the ESPD contained in Appendix 6, tenderers are confirming that they have successfully executed one contracts of a similar nature, scale and complexity to the Contracting Authority's current requirements in respect of retail pharmacy services within the preceding three years. Should the Contracting Authority elect to seek supporting evidence from tenderers confirming the assertions made in the ESPD in respect of this eligibility criterion, the following means of proof will be acceptable to the Contracting Authority to confirm that this criterion is complied with: • The names of the client in question; • Contact information for the client; • The commencement and termination dates of the contract; • The annual value of the contract; • A detailed description of the services and supplies provided under the contract, and an indication of the extent of which the contract is comparable to the Contracting Authority's current requirements.
ELIMINATION
Should a tenderer fail to provide appropriate supporting evidence and means of proof within five working days of a request to do so, the tenderer in question will be eliminated from further consideration.

10. AWARD CRITERIA

NOTE: Tenderers are advised that each qualitative award criterion and sub-criterion detailed hereunder requires a narrative response. A failure to provide a narrative response will result in a failure to attain the minimum required score under a qualitative criterion and the consequent elimination of the Tender Submission in question.

10.1 Award Criteria and Weightings

This concession agreement will be awarded to the tenderer submitting the most economically advantageous tender or best and final offer, identified following application of the award criteria, sub-criteria and weightings detailed under Section 10.1. It is emphasised that the Contracting Authority is not bound to accept the most economically advantageous tender or any tender received, and reserves the right to accept or reject in whole or in part any or all tenders received.

10.2 Award Criteria, Sub-Criteria and Weightings

9.2 – AWARD CRITERIA, SUB-CRITERIA AND WEIGHTINGS				
CRITERION		%	MAXIMUM SCORE ACHIEVABLE	MINIMUM SCORE REQUIRED
A	Technical Merit of Product Offering	20%	2,000	1,200
B	Technical Merit of Resourcing Arrangements	15%	1,500	N/A
<i>B1</i>	<i>Quality of Management / Supervisory Mechanisms</i>	<i>5%</i>	<i>300</i>	<i>180</i>
<i>B2</i>	<i>Rostering and Continuity of Resources</i>	<i>5%</i>	<i>300</i>	<i>180</i>
<i>B3</i>	<i>Training Mechanisms and Staff Suitability</i>	<i>5%</i>	<i>300</i>	<i>180</i>
C	Proposed Capital Development Measures	15%	1,500	N/A
<i>C1</i>	<i>Quality and Scope of Concept Design</i>	<i>10%</i>	<i>1,000</i>	<i>600</i>
<i>C2</i>	<i>Merit of Design and Construction Proposal</i>	<i>5%</i>	<i>500</i>	<i>300</i>
D	Proposed Mobilisation Mechanisms	5%	500	300
E	Proposed Promotional and Branding Mechanisms	5%	500	300
F	Proposed Pricing Strategy	5%	500	300
G	Proposed Concession Fee	35%	3,500	N/A
TOTALS		100%	10,000	

9.3 Qualitative Award Criteria Explained

Criterion A - Technical Merit of Product Offering (20%)

By reference to Sections 3 to 6 of this Invitation to Tender document, tenderers are required to detail the range of products that are proposed for sale in the Patient Shop, the Patient Restaurant and the Retail Pharmacy. In order to attain the minimum required score associated with this criterion, responses must address at least the following elements:

- (i) In response to Section 4.3, tenderers must comprehensively describe a suitable product range for the Patient Shop;
- (ii) In response to Section 5.4, tenderers must comprehensively describe a suitable product range for the Patient Coffee Shop;
- (iii) In response to Section 5.4.2 in particular, tenderers must explain a proposed speciality coffee offering in detail, describing the range of hot drinks to be offered and any unique elements associated with this element of the service;
- (iv) In response to Section 5.5, tenderers must outline all measures that will be employed to safeguard the quality of products sold through the Patient Coffee Shop, with a particular focus upon any 'deli counter' items, including dairy products, meats and vegetables;
- (v) In response to Section 6.3, tenderers must outline the dispensary service and associated pharmaceutical services that will be made available through the Retail Pharmacy;
- (vi) In response to Section 6.4, tenderers must outline the ancillary pharmaceutical products that will be offered for sale via the Retail Pharmacy.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the suitability, quality and breadth of the range of products proposed for sale through the three retail units in question. Tenderers are therefore encouraged to list any additional matters that serve to illustrate the benefit of their proposed product ranges.

(Criteria continue overleaf)

Criterion B - Technical Merit of Resourcing Arrangements (15%)

Criterion B1 – Quality of Management / Supervisory Mechanisms (5%)

By reference to Section 3.7 of this Invitation to Tender document, tenderers are required to outline all management and supervisory mechanisms that will govern the delivery of the required services. In order to attain the minimum required score associated with this criterion, responses must address at least the following elements:

- (i) As stipulated by Section 3.7, a suitable management and supervisory team must be put in place to monitor service delivery under this concession agreement. In order to demonstrate compliance with this requirement, tenderers must describe the structure of the proposed management team, with a particular focus upon the following matters:
 - a) The number of supervisors and/or managers who will be onsite at any one time, with their areas of expertise clearly highlighted (and, in particular, with a description of the qualifications and relevant experience of all proposed Pharmacists, Pharmacy Managers or Pharmacy Supervisors);
 - b) The ratio of supervisory staff to operative staff onsite at any one time;
 - c) The standard training undertaken by supervisors and/or managers within the tenderer's organisation.
- (ii) As stipulated by Section 3.7.3, the successful concessionaire will be required to nominate a designated Account Manager to act as a point of contact for the Contracting Authority. In order to demonstrate compliance with this requirement, tenderers are required to provide a comprehensive curriculum vitae for the nominated Account Manager, which must demonstrate that the individual in question is suitably qualified and experienced and sufficiently senior within the Tenderer's organisation to fulfil the role of Account Manager.
- (iii) As per Sections 3.7.3 and 3.7.4, the Account Manager will arrange formal progress meetings between the Contracting Authority and the successful concessionaire. Tenderers are required to provide the following information in respect of such meetings:
 - a) A description of all management or reporting information that will be made available to the Contracting Authority in advance of any quarterly progress meeting;
 - b) Suggested metrics by which the successful concessionaire's performance can be monitored for discussion at the quarterly progress meetings.
- (iv) In response to Section 3.7.5, tenderers are required to explain in detail their proposed complaint monitoring and resolution methodologies. Responses in this regard must include template or sample examples of any complaint management system in place and must include all necessary pharmaceutical risks, such as incorrect prescriptions and near risks.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the rigour and appropriateness of the supervisory and management mechanisms proposed. Tenderers are therefore encouraged to list any additional matters or protocols that serve to illustrate the benefit of their proposed management and supervisory methodologies.

Criterion B2 – Rostering and Continuity of Resources (5%)

Tenderers are required to outline their approaches to the rostering of operational resources. In order to attain the minimum required score associated with this criterion, responses must address at least the following elements:

- (i) Tenderers must include sample rosters for consideration by the Contracting Authority, which must demonstrate that a sufficient quantity of operational resources will be deployed to provide a timely and efficient service to patrons of the three retail units. Such rosters must clearly detail the number of whole time equivalent staff to be deployed on the Contracting Authority's campus on each day of the week.
- (ii) Tenderers must include a statement of all mechanisms that will be relied upon in order to mitigate the effect of scheduled and unscheduled absences, 'no shows' and late attendance.
- (iii) Tenderers must describe the broader pool of suitably-trained and experienced resources that will be at their disposal for short-notice deployment to the Contracting Authority's premises in the event that emergency cover is required.
- (iv) With particular regard to the Pharmacy, tenderers must confirm that the minimum staffing levels specified under Section 6.7 will be implemented. A sample roster for the Pharmacy must be provided, which must demonstrate that the unit will be staffed by at least one Pharmacist, one Pharmacy Technician and one Retail Operative at all times.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the appropriateness of the rostering mechanisms proposed.

Criterion B3 – Training Mechanisms and Staff Suitability (5%)

Tenderers are required to outline the methodology that will be employed to ensure that all operational resources relied upon for the purposes of service delivery are adequately trained and suitable for the delivery of the required service. In order to attain the minimum required score associated with this criterion, responses must address at least the following elements:

- (i) As per Section 5.1, tenderers must describe their training programmes in respect of hygiene standards, food preparation and culinary skills, ensuring that sufficient evidence is provided to demonstrate compliance with the principles of HACCP.
- (ii) In response to Sections 3.6.7 and 3.6.8, tenderers are required to describe their project-specific induction policies, which must be tailored for staff working on the Beaumont Hospital campus. Such induction policies must adequately address the specific aspects of health and safety arising on a hospital site.
- (iii) Tenderers must describe all steps that will be taken to maintain high standards of deportment on the part of their staff members, to include an outline of all uniforms and PPE that will be issued to staff.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the merit of training mechanisms and the rigour of protocols in place to ensure the suitability of staff.

(Criteria continue overleaf)

Criterion C – Proposed Capital Development Measures (15%)

Criterion C1 – Quality and Scope of Concept Design (10%)

Taking into account Section 7 of this Invitation to Tender document in its entirety, tenderers are required to outline their concept design proposals for the redevelopment of the retail units in question. In order to attain the minimum required score associated with this criterion, responses must address at least the following elements:

- (i) Tenderers are required to provide concept drawings for the redeveloped units, which must be of sufficient detail to enable the Contracting Authority to adequately interpret the design proposal in question. In this regard, tenderers must provide suitable architectural drawings (e.g., plans, elevations, sections or axonometric drawings) and any other sketches or mock-ups that may be of relevance.
- (ii) Tenderers are required to provide a narrative description of the manner in which their proposed designs have been tailored to maximise footfall and spend per purchase, while simultaneously offering an attractive food service destination within the Contracting Authority's campus.
- (iii) Tenderers are required to provide a complete equipment schedule for the retail units in question, detailing all fixed and loose items and machinery that will be installed and commissioned, and their respective capital values.
- (iv) Tenderers must clearly describe the branding proposal applying to the retail units, identifying the location and sizes of all signs and items of décor.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the quality of design proposals, taking into account matters such as the aesthetic merit of the design, the appropriateness of the design to a hospital environment and the likelihood of the design to increase visitor footfall.

Criterion C2 – Merit of Design and Construction Proposal (5%)

This criterion assesses the practical methodologies proposed by tenderers to design and construct the redeveloped retail units. In order to attain the minimum required score associated with this criterion, Tenderers are required to provide at least the following information:

- (i) Taking into account the provisions of Section 7.2, tenderers must identify the design professionals that will be relied upon to oversee the planned design and redevelopment activities. In this regard, in the case of all statutory appointments (i.e., PSDP, PSCS, assigned certifier, etc.), tenderers must provide sufficient evidence to demonstrate that the nominated individuals are sufficiently qualified to fulfil the required roles.

- (ii) As per Section 7.3.3, tenderers must outline all measures to be relied upon in ensuring compliance with the Building Regulations 1997 to 20016.
- (iii) In response to Section 7.3, tenderers must describe their approach to applying for, and securing, any required statutory consents. In the event that a tenderer does not envision that any new statutory consents will be required, tenderers must definitively justify this position to the Contracting Authority.
- (iv) In response to Section 7.4, tenderers must outline all steps that will be taken in recognition of the fact that the required redevelopment works will take place in a live hospital environment. In this regard, all measures proposed to minimise the effects of dust and noise must be listed.
- (v) Tenderers must explicitly confirm that all redevelopment works will be conducted in full accordance with the Contracting Authority's policies contained in Appendix 4 of this Invitation to Tender document.
- (vi) Tenderers are required to provide a complete and thorough order of magnitude costing document for the design and redevelopment element of the project.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the extent to which the Contracting Authority can place due confidence in a tenderer's ability to design and construct the project in a timely, professional and compliant manner.

(Criteria continue overleaf)

Criterion D – Proposed Mobilisation Mechanisms (5%)

It is of paramount importance to the Contracting Authority that the retail units in question are operational as soon as possible following the award of the concession agreement. Tenderers are required to outline their proposed mobilisation mechanisms, detailing all steps that will be undertaken to ensure that service delivery will commence in a timely manner. In order to attain the minimum required score associated with this criterion, responses must address at least the following elements:

- (i) A proposed timetable for induction training for all operational staff must be provided.
- (ii) A comprehensive construction programme must be provided, accompanied by a suitably-detailed visual aid (such as a GANTT chart), which must thoroughly illustrate all design and construction activities necessary to successfully redevelop the retail units.
- (iii) The construction programme referred to under Point (ii) above must take due account of the time required to supply, install and commission all equipment and machinery.
- (iv) Tenderers are advised that the closure of existing retail units simultaneously is to be avoided. On this basis, tenderers must outline phasing proposals in respect of the renovation works, which must ensure that at least one retail outlet is open at all times (possibly from a temporary location and on a reduced scale) during the overall renovation project.
- (v) The mobilisation methodology must take into account the time needed to secure all statutory approvals and registrations required in respect of the Retail Pharmacy, as per Section 6.2.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to timeliness and thoroughness of proposed mobilisation mechanisms.

(Criteria continue overleaf)

Criterion E – Proposed Promotional and Branding Activities (5%)

Tenderers are required to describe their proposed methodologies in respect of growing turnover across the three retail units. In order to attain the minimum required score associated with this criterion, responses must address at least the following elements:

- (i) A definitive plan for increasing turnover across the retail units, to include the forecasted growth in sales that is anticipated for the forthcoming years.
- (ii) Any continuous improvement plans that will enable the identification of opportunities for future growth during the term of the concession agreement.
- (iii) Tenderers must outline all marketing and promotional plans that may serve to drive growth (e.g., the utilisation of social media, a reliance upon 'head office' marketing support skills, the utilisation of technology to measure and assess marketing effectiveness, the implementation of seasonal offers, etc.)
- (iv) Tenderers must include in their tender submissions detailed samples of all branding and promotional material that will be employed over the term of the concession agreement.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the extent to which the Contracting Authority can place due confidence in a tenderer's ability to deliver and sustain sales growth for the term of the concession.

(Criteria continue overleaf)

Criterion F – Proposed Pricing Strategy (5%)

Taking into account the provisions of Section 3.8 of this Invitation to Tender document, tenderers are required to describe their proposed pricing strategies for consideration by the Contracting Authority. In order to attain the minimum required score associated with this criterion, tenderers must address at least each of the following elements:

- (i) For each of the products listed in response to Award Criterion A (Technical Merit of Product Offering), tenderers are required to provide a suggested retail price.
- (ii) Tenderers are required to provide evidence that the proposed prices have been benchmarked against (a) the manufacturer's suggested selling price for the product in question and/or (b) the selling price for the product in question in retail outlets in surrounding areas.
- (iii) Tenderers are required to propose a mechanism for the agreement of retail prices with the Contracting Authority in the event that new products are offered for sale during the term of the concession agreement.
- (iv) With specific regard to pharmaceutical pricing (see Section 6.5), tenderers must describe the manner in which the pricing of products will be benchmarked against the Irish Pharmacy Union Product File.
- (v) Further to Point (iv) above, tenderers must describe the mechanisms that will be relied upon to safeguard compliance with all pricing guidelines of the Pharmaceutical Society of Ireland.

A failure to address any of the foregoing points either at all or in sufficient detail will result in a failure to attain the minimum required score associated with this criterion and the consequent elimination of the tender submission as a whole from further consideration. Scores in excess of the minimum required score shall be apportioned by reference to the overall appropriateness of a Tenderer's pricing strategy, taking into account the expectations of the retail units' likely customers.

(Criteria continue overleaf)

Criterion G – Proposed Concession Fee (35%)

Tenderers are required to complete the Pricing Schedule contained in Appendix 2 of this Invitation to Tender document. The Pricing Schedule must be returned, in hard and soft copy formats, with tender submissions. The Pricing Schedule details the manner in which a single figure (a notional annual concession fee) will be arrived at for evaluation purposes. This single figure must be carried forward, unaltered, to the Form of Tender contained in Appendix 1 of this document.

The tenderer proposing the highest concession fee will attain the maximum available score under this criterion. Scores for other tender submissions will be apportioned as follows:

(MAXIMUM SCORE AVAILABLE) multiplied by (THE CONCESSION FEE PROPOSED BY THE TENDERER UNDER ASSESSMENT) divided by (THE HIGHEST CONCESSION FEE PROPOSED BY A VALID* TENDER).

***NOTE: In this instance, the phrase ‘valid tender’ refers to any tender submission not eliminated by virtue of a failure to attain a minimum required score associated with any qualitative criterion or sub-criterion.**

Additionally, over the course of the negotiation stage of the competition, the Contracting Authority shall discuss tendered concession fees with tenderers. In this regard, in requesting Best and Final offers, the Contracting Authority may issue a revised Form of Tender that takes into consideration the nature of financial proposals discussed with tenderers.

10.4 Minimum Qualitative Score Required

Tenderers should note that they must achieve a minimum rating of 'acceptable,' or 60% of the total marks available, for certain criteria and for all sub-criteria. For the avoidance of doubt, a failure to attain any minimum required score will result in the elimination of the tender submission or Best and Final Offer in question from further consideration. Should a tender submission or a Best and Final Offer fail to attain a minimum required score, tenderers' attention is drawn to the fact that the following provisions shall apply:

- 10.4.1 The tender submission or Best and Final Offer in question shall not be subject to a comparative assessment against other Tender Submissions or Best and Final Offers.
- 10.4.2 The financial proposal contained in the tender submission or Best and Final Offer in question shall not be subject to evaluation under Award Criterion G (Proposed Concession Fee).
- 10.4.3 The tenderer in question will be notified of the reasons for the failure to attain the minimum required score. Additionally, in all cases other than elimination as a result of successive reduction, the tenderer in question shall be informed of the name of the successful Tenderer and shall be informed of the duration of the standstill period.
- 10.4.4 On the basis that no comparative assessment will have taken place (see Section 5.5.1) and the financial proposal of the tenderer in question will not have been assessed (see Section 5.5.2), the characteristics and relative advantages of the successful tenderer under any qualitative or financial criterion **will not be provided**, by virtue of the fact that the Contracting Authority will not have access to such information.

10.5 Minimum Qualitative Score Required

The evaluation team shall rely upon the following scoring bands for the purposes of apportioning scores under the qualitative award criteria:

ELIMINATED	0% of marks available	No response
	20% of marks available	Poor
	40% of marks available	Mediocre
ELIGIBLE	60% of marks available	Acceptable
	70% of marks available	Good
	80% of marks available	Very Good
	90% of marks available	Excellent
	100% of marks available	Outstanding

10.6 Acceptance of Assessment Methodology

By submitting a tender submission, each tenderer acknowledges that the evaluation of tender submissions and/or Best and Final Offers will be conducted in accordance with the procedures laid down in this Invitation to Tender document. Any queries, reservations or observations should properly be raised by tenderers via the communications protocol contained in document prior to the submission of a tender.

APPENDIX 1 – FORM OF TENDER

This Form of Tender must be completed, signed and returned by tenderers. Any amendment to the structure of this document, or any qualification of financial offers, may, at the sole discretion of the Contracting Authority, result in the elimination of the tender in question. Moreover, any material discrepancy between this document and the Notional Concession Fee for Evaluation Purposes contained in Appendix 2 will result in the elimination of the tender submission or Best and Final Offer in question.

Contracting Authority: Beaumont Hospital

Competition: CONCESSION AGREEMENT FOR THE OPERATION OF THREE RETAIL UNITS ON BEAUMONT HOSPITAL'S CAMPUS

From: _____

I/We, having read the full Invitation to Tender Documents and associated Appendices, do hereby offer to provide the whole of the services and works described to the entire satisfaction of the Contracting Authority in return for the following payment to the Contracting Authority and will enter into a concession agreement accordingly:

NOTIONAL CONCESSION FEE FOR EVALUATION PURPOSES <i>(To be carried forward from the completed version of Appendix 2 – Pricing Schedule)</i>	Insert, €
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Additionally, I/we –

- Will keep this offer open for acceptance by the Contracting Authority for a period of twelve months from the date of deadline for submission of tenders;
- Agree that you are not bound to accept the most economically advantageous tender submission or Best and Final Offer or any tender submission or Best and Final Offer you may receive;
- Have read and thoroughly examined the Invitation to Tender document;
- Fully understand the Invitation to Tender document and the Contracting Authority's requirements;
- Undertake to treat the details of this Invitation to Tender document, the resulting tender submission, any Best and Final Offer and any subsequent clarifications as private and confidential;
- Acknowledge that acceptance by the Contracting Authority of a tender submission or Best and Final Offer will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the concession agreement has been formally awarded by the Contracting Authority;

APPENDIX 1 – FORM OF TENDER

- Have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the concession agreement;
- Have included everything necessary for the performance of this concession agreement, including all elements that are either expressly stated in the Invitation to Tender document, or are contained in any supplementary information, or which could reasonably be inferred therefrom;
- Have found no errors, omissions, conflicts or ambiguities in the Invitation to Tender document, except those which I/we have brought to the attention of the Contracting Authority before the latest date for submitting queries;
- Have included for compliance with all statutory requirements applicable in Ireland and those applicable in any country where parts of the contract may be performed that are in force seven days prior to the deadline for receipt of tender submissions;
- Will not, if awarded this concession agreement, employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age, etc.;
- Will not, if awarded this concession agreement, source any goods or services in countries subject to official international trading sanctions.

SIGNATURE	<i>(Insert)</i>	Date	<i>(Insert)</i>
Name	<i>(Insert)</i>	Position	<i>(Insert)</i>
Telephone	<i>(Insert)</i>	Email	<i>(Insert)</i>

A Tenderer's failure to sign and date this Form of Tender and to complete all sections will invalidate the Tender Submission.

APPENDIX 2 – PRICING SCHEDULE

Please consult the separate Excel document entitled 'Appendix 2 – Pricing Schedule.' This document, which must be completed and returned by Tenderers in hard and soft copy formats, relates to Award Criterion G – Proposed Concession Fee.

APPENDIX 3 – AS BUILT DRAWINGS

Please consult the separate document entitled 'Main Concourse.'

APPENDIX 4 – CONSTRUCTION POLICIES

Please consult the separate document entitled 'Safe and Hygienic Building Works.'

APPENDIX 5 – DRAFT CONCESSION AGREEMENT

*The following terms are provided as an indication of the intended format of the concession agreement to be signed with the successful concessionaire identified by this competition. Tenderers are **not** requested to sign these terms as part of their tender submission but should review them carefully and indicate any areas of interest by submitting a written query during the tender period.*

Dated the [to be inserted prior to signature] of 2027

BETWEEN:

1. Beaumont Hospital of Beaumont Road, Dublin 9, Ireland ('the Contracting Authority')
2. [to be inserted prior to signature] ('the Concessionaire')

(Collectively and for the purposes of this Agreement referred to as 'the Parties').

RECITALS AND GENERAL PROVISIONS

- A. By way of a competitive tender process published in the Official Journal of the European Union on [to be inserted prior to signature], the Contracting Authority has appointed the Concessionaire to operate two retail units within its premises.
- B. The Concessionaire shall bear the full economic risk associated with the provision of the required services. No guarantee is offered by the Contracting Authority regarding the economic viability of the retail units, nor shall the Contracting Authority be liable to the Concessionaire for any loss of revenue or interruption of business arising as a result of any decision or action taken by the Contracting Authority in the furtherance of its remit as a public healthcare organisation (to include, *inter alia*, temporary closures of certain areas of the Contracting Authority's premises in response to outbreaks or other matters impacting upon the health of the Contracting Authority's patients, visitors and staff).
- C. The Parties wish to enter this agreement in relation to the provision of the required services.

IT IS HEREBY AGREED:**1. Definitions**

In this agreement, the following words and phrases shall have the following meanings:

'Accounts Records' means all accounts, books, and other documents, financial statements or records (whether stored electronically or otherwise and including documents and records supporting the Accounts Records) which are, or ought in the reasonable opinion of the Contracting Authority (and so notified to the Concessionaire), to be kept by the Concessionaire for the purpose of ascertaining and verifying Turnover.

'Concession Fee' means the percentage of Gross Turnover payable by the Concessionaire to the Contracting Authority for a particular Turnover Period, as follows: [to be inserted prior to signature].

‘Competition Documentation’ means the following distinct documents, considered collectively:

- (i) This Agreement, including all Schedules;
- (ii) The invitation to tender document, including all schedules and appendices, being the documentation issued by the Contracting Authority for the purposes of eliciting tender submissions prior to the award of this Agreement;
- (iii) The Concessionaire’s best and final offer, being the final technical and/or financial proposal submitted by the Concessionaire as an update to its tender submission;
- (iv) The Concessionaire’s tender submission, being the initial response to the Contracting Authority’s invitation to tender document.

In the event of any discrepancy or ambiguity between the various documents collectively comprising the Competition Documentation, the order of precedence shall be the order in which the documents are listed in this definition.

‘Confidential Information’ means all information (whether written, oral or in electronic form) concerning the business affairs of either Party that the other Party obtains or receives as a result of the performance of this Agreement or in connection with this Agreement.

‘Contracting Authority Services’ means the services to be provided by the Contracting Authority to the Concessionaire, as set out in Schedule 3.

‘Effective Date’ means the date upon which this Agreement shall come into effect, being [to be inserted prior to signature] 2027.

‘Gross Turnover’ means the amount calculated in accordance with Schedule 7 of this Agreement.

‘Permitted Use’ means the operation of a shop, coffee shop and a retail pharmacy at the Premises, to include the occupation of the premises by the Concessionaire, the installation of equipment by the Concessionaire, and the carrying out of certain renovation works.

‘Premises’ means that part of the Contracting Authority’s property defined in Schedule 1 of this Agreement.

‘Service Levels’ means the levels to which the Services are to be provided, as set out in Part 2 of Schedule 2 of this Agreement.

‘Services’ means the services set out in Part 1 of Schedule 2 of this Agreement.

‘Term’ means eight years from and including the Commencement Date, subject to the provisions regarding early termination set out herein.

‘Turnover Period’ means each consecutive period of three months during the Term.

2. The Services

- 2.1. The Concessionaire agrees to supply the Services in accordance with the terms and conditions of this Agreement.
- 2.2. The Services shall commence on the Effective Date and shall continue during the Term unless they are terminated in accordance with this Agreement.
- 2.3. The Concessionaire may provide, at any time during the term of the Agreement, such additional services as may be agreed between the Parties. Such additional services shall be incorporated into an addendum to Schedule 2 and signed on behalf of the Contracting Authority and the Concessionaire and shall be performed in accordance with, and subject to, the terms and conditions of this Agreement.
- 2.4. The Concessionaire will provide the Services during the following hours, unless otherwise agreed in writing between the Parties:
 - Patient Shop and Patient Coffee Shop: 07:00 to 20:00, Monday to Friday and from 09:00 to 18:00 on Saturdays, Sundays and Bank Holidays;
 - Retail Pharmacy: 07:00 to 20:00 Monday to Friday and from 09:00 to 18:00 on Saturdays.

3. Grant of Licence and Permission

- 3.1. In consideration of payment by the Concessionaire to the Contracting Authority of the Concession Fee at the times and in the manner set out in this Agreement, the Contracting Authority hereby grants to the Concessionaire the right to occupy the Premises during the Term for the sole purpose of providing the Services to the staff, patients and visitors of the Contracting Authority.
- 3.2. The Concessionaire hereby acknowledges that it shall not have exclusive possession of the Premises and shall permit the Contracting Authority or its duly authorised agents to access the Premises at all times and it is hereby expressly provided that the Contracting Authority's Representative (or his or her nominee) shall be a joint key holder of the Premises with the Concessionaire.
- 3.3. The Concessionaire acknowledges that it is prohibited from installing any additional locks or other security measures at the Premises and shall not amend or interfere with existing door access locks at the Premise's without seeking the Contracting Authority's prior permission in writing and providing the Contracting Authority with joint access keys to altered or additional locks.
- 3.4. The Concessionaire hereby acknowledges that it shall have no right of access to the Premises outside of the hours listed in Section 2.4 save by prior arrangement with the Contracting Authority's Finance, General Services or Security Departments.

4. Concession Fee

- 4.1 The Concessionaire shall pay the Concession Fee, plus any taxes properly owing in accordance with national legislation, quarterly in arrears to the Contracting Authority in return for the right to provide

the required services.

- 4.2 Within one month of the end of each Turnover Period, the Concessionaire shall deliver to the Contracting Authority a certificate signed by its in-house accountants and audited annually by independent chartered accountants (to be expressly approved of by the Contracting Authority) certifying the amount of the Gross Turnover during the quarterly period in question.
- 4.3 Within six weeks of the end of each Turnover Period, the Concession Fee is to be paid to the Contracting Authority by electronic funds transfer.
- 4.4 The Concessionaire hereby undertakes to maintain proper Accounts Records of cash receipts for its business and shall at all times duly record all receipts and payments of whatever description necessary to determine the Gross Turnover for each Turnover Period. Moreover, the Concessionaire shall permit the Contracting Authority at any time through the Contracting Authority's designated agent (who shall be an accountant or auditor) to inspect all books, records and accounts of the Concessionaire for the purpose of verifying the Gross Turnover. The Concessionaire further undertakes to furnish on demand prompt and comprehensive explanations and answers to all queries raised by or on behalf of the Contracting Authority to facilitate the precise ascertainment of the Gross Turnover aforesaid.
- 4.5 If any dispute arises between the Contracting Authority and the Concessionaire as to the amount of the Gross Turnover and/or the Concession Fee payable, then the Gross Turnover and/or the Concession Fee shall be determined by a member of the Institute of Chartered Accountants in Ireland appointed by the President for the time being of the Institute acting as an expert and not an arbitrator whose decision shall be delivered within ten working days following receipt of all requisite information and representations from the Parties or otherwise and such decision shall be binding on the Parties and whose fees shall be borne in such manner as he or she shall direct.
- 4.6 In the event that any inspection by the Contracting Authority pursuant to Clause 4.4 or any dispute addressed pursuant to Clause 4.5 reveals any error, discrepancy or inconsistency in respect of the Accounts Records, the Gross Turnover or the Concession Fee, the Concessionaire will be deemed to have breached the provisions of this Agreement. Depending upon the materiality of the error, discrepancy or inconsistency in question, the Concessionaire may be instructed to remedy the matter within a prescribed period of time or may have its appointment terminated in accordance with the relevant provisions of this Agreement.
- 4.7 Should the Concessionaire elect to utilise the Contracting Authority's waste management services, the Concessionaire shall further pay to the Contracting Authority a service charge of €50 per day for each day during which the waste management services are utilised. The service charge shall be paid in conjunction with the Concession Fee and shall be the amount confirmed in writing to the Concessionaire by the Contracting Authority's General Services Department for the Turnover Period in question.
- 4.8 All payments due to the Contracting Authority under this Agreement shall fall due at the junctures set out herein and shall thereafter bear interest at a rate equivalent to the rate applicable to the Contracting Authority under the Prompt Payment of Accounts Act, 1997 (as amended from time to time) and which is currently 10.74% per annum.

5. Concessionaire Obligations

- 5.1. The Concessionaire shall provide the required services in accordance with the Competition Documentation and shall not provide any other services or conduct any other trade or business from the Premises.
- 5.2. The Concessionaire shall not sub-license or sub-contract to any third party the rights granted to or obligations undertaken by the Concessionaire under this Agreement, or enter into any franchise or similar agreement, without seeking prior written permission from the Contracting Authority.
- 5.3. The Concessionaire shall keep the Premises clean and tidy at all times at the Concessionaire's expense and shall place bins, refuse sacks or other waste matter for disposal at a convenient place for collection as the Contracting Authority shall stipulate.
- 5.4. The Concessionaire shall ensure that the Concessionaire and the Concessionaire's employees, agents or contractors do not permit or create a nuisance, danger, annoyance or inconvenience to the Contracting Authority or the users or occupiers of adjoining premises.
- 5.5. The Concessionaire shall seek prior written approval by the Contracting Authority before advertising promotional material and marketing campaigns in connection with operation of the Service at the Premises, such approval will not be unreasonably withheld or delayed.
- 5.6. The Concessionaire shall observe and cause its employees, servants, agents and contractors to observe the regulations from time to time made by the Contracting Authority and notified to the Concessionaire for the good order and management of the Contracting Authority's campus.
- 5.7. The Concessionaire shall comply with all statutory provisions regarding Health and Safety in the workplace and with any additional or specific local arrangements made by the Contracting Authority's Health and Safety Department.
- 5.8. The Concessionaire shall maintain a current safety statement in compliance with legislation administered and enforced, in whole or in part, by the Health and Safety Authority of Ireland, or other government or regulatory authorities and shall display a notice on the Premises stating that the safety statement is available for inspection. Such statement and notice shall be subject to the approval of the Contracting Authority's Health and Safety Department.
- 5.9. The Concessionaire shall comply with all legislation and regulations relating to the operation and management of a retail outlet, food service outlet and retail pharmacy and shall notify the Contracting Authority immediately of any breaches thereof and of all notices, orders or complaints in respect thereof whether issued by the Health and Safety Authority or the Health Service Executive, or other Government or regulatory authorities or otherwise.
- 5.10. The Concessionaire shall not exhibit any notice, sign, board, poster, advertising matter or flag outside the Premises or on any of the Contracting Authority's buildings without the prior consent in writing of the Contracting Authority;
- 5.11. The Concessionaire shall not sell tobacco, tobacco-related products, e-cigarettes, products relating

to e-cigarettes, nicotine, flowers, alcohol or chewing gum on the Premises.

- 5.12. The Concessionaire shall be liable for payment for all telephone and internet services consumed on the Premises.
- 5.13. The Concessionaire shall provide and maintain at the Concessionaire's expense any equipment that is required for the provision of the services.
- 5.14. The Concessionaire shall ensure that all persons involved in providing the services are properly and adequately trained, to include all training required by legislation for the delivery of the required services and Health and Safety in the workplace.
- 5.15. The Concessionaire shall comply strictly with all laws, rules and regulations in relation to equality of access by all persons (including but not limited to persons with disabilities), whether such obligations arise under the Equal Status Acts 2000-2015 or otherwise, and shall immediately notify the Contracting Authority in writing of any breach or notice received from the Equality Authority or any similar body, of which the Concessionaire or its' servants or agents become aware. Furthermore, the Concessionaire hereby acknowledges that any breach of this obligation shall entitle the Contracting Authority to terminate this Agreement at its sole discretion without notice.
- 5.16. The Concessionaire shall pay and discharge all rates, taxes or other assessments whatsoever imposed or charged upon the Premises or upon the Contracting Authority on account of the Concessionaire's use thereof. The Concessionaire shall indemnify the Contracting Authority against any such charge or demand and shall notify the Contracting Authority in relation to any demand or correspondence in relation to an assessment of the Premises for the purpose of imposing such a charge.
- 5.17. The Concessionaire shall co-operate and assist with the undertaking of any review exercise to be conducted by an assessor chosen by the Contracting Authority in consultation with the Concessionaire, which will involve liaison with the Contracting Authority and the Concessionaire.
- 5.18. The Concessionaire shall report all maintenance and repair issues for which the Contracting Authority has a responsibility to the Contracting Authority's Technical Services Department as soon as they become apparent and in any event within 24 hours from when such issues arise.
- 5.19. The Concessionaire shall liaise with the Contracting Authority's Security Department in order to determine security measures for the Premises as a whole.
- 5.20. The Concessionaire shall procure that the officers of the Concessionaire shall maintain all registers and file all documents and returns required by the Companies Acts 2014 (as amended from time to time) and shall inform the Contracting Authority's Finance Department of any notices received by the Concessionaire from the Registrar of Companies in relation to the Concessionaire; the Concessionaire hereby acknowledges that any breach of this obligation shall entitle the Contracting Authority to terminate this Agreement at its sole discretion without notice.
- 5.21. At the expiry or termination of the Term, the Concessionaire shall co-operate with the Contracting Authority to ensure continuity of service and will enter into negotiations in good faith with the

Contracting Authority to transfer to any party nominated by the Contracting Authority existing orders and stock.

- 5.22. The Concessionaire acknowledges without reservation that the Contracting Authority shall have ultimate approval of the products to be sold at each retail outlet and the prices at which the products are sold.

6. Guarantee by Directors

- 6.1 Prior to the Effective Date and as a condition of this Agreement entering into force, the Concessionaire shall procure the execution of the guarantee set out at Schedule 4 by the directors of Concessionaire and delivery of that guarantee to the Contracting Authority.

7. Contracting Authority Obligations

- 7.1 The Contracting Authority shall provide the Contracting Authority Services to the Concessionaire during the Term (as set out in Schedule 3).

8. Warranties

- 8.1 The Concessionaire hereby warrants and represents to the Contracting Authority that:

8.1.1 It has the full capacity and authority and all necessary licences, permits and consents to enter into and to provide the required services under this Agreement;

8.1.2 This Agreement is executed by a duly authorised representative of the Concessionaire;

8.1.3 This Agreement constitutes valid, binding and enforceable obligations of the Concessionaire in accordance with its terms; in this regard, the execution and delivery of this Agreement and the performance by the Concessionaire of its obligations under it will not:

- (i) Result in a breach of any provision of the Memorandum or Articles of Association of the Concessionaire;
- (ii) Result in a breach of, or constitute a default under, any instrument agreement or arrangement to which the Concessionaire is a party or by which the Concessionaire is bound; or
- (iii) Result in a breach of any order, judgment or decree of any court or governmental agency to which the Concessionaire is a party or by which the Concessionaire is bound;

- 8.1.4 The provision of the required services and the use of the services by the Contracting Authority's patients, visitors and staff shall not infringe any rights of any third party.

9. Liability and Indemnity

- 9.1 The Concessionaire shall not limit its liability to the Contracting Authority for loss arising out of or in connection with any fraud by or on behalf of the Concessionaire or in relation to death or personal injury resulting from negligence.
- 9.2 For the duration of this Agreement, the Concessionaire shall take out and maintain public liability, product liability and employer's liability insurance with a reputable insurance broker and in which the Contracting Authority's interest shall be noted, providing a minimum cover of €6.5 million, €6.5 million and €13 million respectively. Additionally, for the duration of this Agreement, the Concessionaire shall take out and maintain Professional Indemnity Insurance for the Operation of a Retail Pharmacy at a level that satisfies the requirements of the PSI (Retail Pharmacy Businesses) (Registration) Rules 2008 (S.I. No. 495 of 2008). The Concessionaire will provide the Contracting Authority with copies of current certificates of insurance on request.
- 9.3 The Parties expressly agree that should any limitation or provision contained in this Clause 9 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.
- 9.4 The Concessionaire shall indemnify and keep indemnified the Contracting Authority against all actions and proceedings, costs, claims and demands in respect of any injury or damage caused to any employee invitee or supplier or any person utilising the Premises by reason of accident or otherwise or arising directly or indirectly out of the acts or omissions of the Concessionaire, its servants, agents or contractors or any breach by the Concessionaire of any term of this Agreement.
- 9.5 The Concessionaire shall report any accident that has occurred on any part of the Contracting Authority's campus to the Contracting Authority's Finance Department as soon as the accident becomes apparent and in any event within 24 hours from when such an accident occurs.

10. Termination

- 10.1 The Concessionaire hereby acknowledges and agrees that all obligations on its part shall be duly performed during the Agreement, failing which, the Contracting Authority shall be at liberty to serve notice on the Concessionaire terminating this Agreement forthwith.
- 10.2 The Contracting Authority shall have the right to terminate this Agreement immediately in the event of any of the following circumstances:
- 10.2.1 Any material breach of any provision of this Agreement by the Concessionaire; and/or
- 10.2.2 Any local, fire or other authority or the HSE requiring additions or alterations or other works to be carried out to the Premises which the Contracting Authority shall be unwilling to carry out.
- 10.3 Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under this Agreement and shall not affect any accrued

rights or liabilities of either party nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force.

- 10.4 Upon termination of this Agreement for any reason any outstanding Concession Fee shall remain due and payable by the Concessionaire to the Contracting Authority in accordance with the terms of this Agreement.
- 10.5 On the expiry of this Agreement, the Concessionaire shall leave the Premises vacant, returning all keys, removing all of the Concessionaire fixtures, fittings and equipment, making good all damage thereby occasioned, and the Premises shall be given back in the same condition in which it was found, fair wear and tear excepted.

11. Access to the Premises

- 11.1 The Concessionaire hereby acknowledges that the means of ingress to and egress from the Premises by the Concessionaire or invitees of the Concessionaire may be changed from time to time to suit the convenience of the Contracting Authority.

12. Notices

- 12.1 Any notices requiring to be served shall be sufficiently served on the Concessionaire if left addressed to the Concessionaire on the Premises or forwarded to the Concessionaire by post to the registered Concessionaire address in the State. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered to the address to which it was sent.

13. Relationship of the Parties

- 13.1 This Agreement is personal to the Concessionaire who shall not attempt or purport to assign or otherwise dispose of the use or occupation of the Premises or alienate its obligations under this Agreement. It is hereby agreed and understood by and between the Parties that this Agreement shall not be deemed to confer upon the Concessionaire the exclusive possession of the Premises nor shall the Agreement create the relationship of landlord and tenant.

14. Change of Control

- 14.1 The initial members and directors of the Concessionaire are set out at Schedule 5 hereto and the Concessionaire shall keep the Contracting Authority fully informed at all times of any changes thereto. In the event of the beneficial interest in the Concessionaire becoming vested in parties other than the said members, or if the Board of the Concessionaire becomes controlled otherwise than by said directors without the prior written consent of the Contracting Authority, then the Contracting Authority shall be entitled immediately to terminate this Licence at any time thereafter.

15. Confidentiality

- 15.1 Each of the Contracting Authority and Concessionaire hereby undertakes to the other to:

15.1.1 Keep confidential all Confidential Information belonging to the other;

- 15.1.2 Treat Confidential Information belonging to the other with the same degree of care that it uses for its own confidential information;
- 15.1.3 Not, without the prior written consent of the other, disclose Confidential Information belonging to the other in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the provision or receipt of the services and who need to know the Confidential Information in question; and
- 15.1.4 Use the Confidential Information belonging to the other solely in connection with the provision or receipt of the services and not for its own benefit or the benefit of any third party.

16. Audit Requirements and Access

- 16.1 The Concessionaire shall keep or cause to be kept full and accurate records in relation to the Services performed in connection with this agreement.
- 16.2 The Concessionaire shall grant to the Contracting Authority, any statutory auditors of the Contracting Authority and their respective authorised agents the right of reasonable access to the records maintained pursuant to Clause 16.1 (including a right to make copies thereof at cost) and shall provide all reasonable assistance at all times during the currency of this Agreement for the purposes of carrying out an audit of the Concessionaire's compliance with this Agreement as well as an audit of all activities, performance, security and integrity in connection therewith or the provision of the services. The Concessionaire shall be repaid any reasonable expenses incurred in giving any such reasonable assistance pursuant to this clause 16.

17. Data Protection and Freedom of Information

- 17.1 The Parties agree that personal data will not be exchanged under the terms of this agreement. The Concessionaire will for the purposes of the Data Protection Act 1998 - 2003 and 2018 consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to its engagement by the Contracting Authority and / or any agent or third party nominated by the Contracting Authority and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 17.2 The Concessionaire shall comply in all respects with all applicable requirements of the Data Protection Legislation, to include:
 - 17.2.1 The Data Protection Acts 1988 2003 and 2018;
 - 17.2.2 The EU Data Protection Directive 95/46/EC;
 - 17.2.3 The EU ePrivacy Directive 2002/58/EC (as amended);
 - 17.2.4 The General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the

successor to the ePrivacy Directive); and

- 17.2.5 All other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of Personal Data and privacy, encompassing the guidance and codes of practice issued by a relevant data protection regulator, including the Data Protection Commissioner and the European Data Protection Board or the Article 29 Working Party. This Ownership of Data provision is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 17.3 In the event that the Data Protection Legislation is amended or replaced by subsequent regulations or in the event that case law or findings of the Data Protection Commissioner pursuant to the Data Protection Legislation and/or regulations enacted under it require, in the reasonable opinion of the Data Controller, amendments to the Agreement, then the Data Processor will agree to such amendments to the Agreement and will enter into a deed of variation to effect such amendments.
- 17.4 The Concessionaire will ensure that, in its provision of the required services, it will comply in all respects with the Data Protection Legislation in relation to all material provided to it by the Contracting Authority.
- 17.5 On the Termination Date, each Party shall:
 - 17.5.1 Return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 17.5.2 At the election of the other Party, return or erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable);
 - 17.5.3 Certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Clause 17 shall continue to apply to any such documents and materials retained by a recipient party.
 - 17.5.4 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 17.6 The Concessionaire acknowledges that the Contracting Authority is subject to the provisions of the Freedom of Information Acts.

18. Personnel

- 18.1 The Contracting Authority reserves the right under this agreement to refuse to admit to the Premises any person employed or engaged by the Concessionaire, or by a sub-contractor, whose admission would be, in the reasonable opinion of the Contracting Authority, undesirable.

- 18.2 If and when directed by the Contracting Authority, the Concessionaire shall provide a list of the resources who may require admission to the Premises in connection with the performance of this Agreement, specifying the capacities in which they are concerned with this Agreement and giving such other particulars as the Contracting Authority may reasonably require.
- 18.3 The Concessionaire shall procure that all of its personnel or those of any sub-contractor given access to the Premises comply with any security, health and safety or other policies and regulations that apply to the Premises. The Concessionaire shall indemnify and hold the Contracting Authority harmless against any breach of this Clause 18.3.
- 18.4 The Concessionaire acknowledges and agrees that the termination or expiry of this Agreement:
- 18.4.1 May give rise to the application of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (the “Regulations”);
- 18.4.2 Will not give rise to any liability whatsoever for the Contracting Authority in relation to any person who is employed or engaged directly or indirectly by the Concessionaire to provide the Services, whether pursuant to the Regulations or otherwise.
- 18.5 The Concessionaire shall indemnify and keep the Contracting Authority indemnified against all costs, losses, awards, penalties, fines, (including, without limitation, legal and other professional fees), liabilities (including without limitation, any liability to Taxation) and expenses whatsoever arising out of or in connection with:
- 18.5.1 Any claim (whether statutory, contractual or otherwise) made by or on behalf of any person (including any person who is employed or engaged directly or indirectly by the Concessionaire to provide the required services), whether pursuant to the Regulations or otherwise, as a consequence of the termination or expiry of this Agreement.
- 18.5.2 The termination of employment of any person who is employed or engaged directly or indirectly by the Concessionaire to provide the required services.
- 18.5.3 Any failure by the Concessionaire to comply with its obligations under the Regulations.
- 18.5.4 Any failure of the Concessionaire to comply with its obligations under Clauses 18.4 and 18.5.
- 19. Deed of Renunciation**
- 19.1 It is a requirement of this Agreement that the Concessionaire enters into a Deed of Renunciation of Landlord and Tenant Rights in respect of the Premises to be occupied by the Concessionaire as set out in Schedule 6 attached hereto.
- 20. General**
- 20.1 This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the Parties.

- 20.2 This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.
- 20.3 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the Parties hereto or constitute or be deemed to constitute either Party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.
- 20.4 Unless otherwise agreed in writing, no failure by either Party to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 20.5 Neither Party shall be liable for any delay or failure to carry out its obligations under this Agreement caused by force majeure, provided that it promptly gives written notice of the occurrence of the force majeure relied on to the other Party and it uses all reasonable endeavours to remove or avoid the effect of such force majeure as promptly as practicable. If any force majeure is relied on for longer than 30 days by either Party, the other shall be entitled to terminate this Agreement forthwith on written notice.
- 20.6 This Agreement shall be governed and construed in accordance with the laws of Ireland. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS whereof the parties hereto have executed this Concession Agreement the day and year first herein WRITTEN

SIGNATURES

SIGNED for and on behalf of [to be inserted prior to signature] by:

Signed: _____

Date: _____

Witnessed by: _____

SIGNED for and on behalf of the Contracting Authority by:

Signed: _____

Date: _____

Witnessed by: _____

SCHEDULE 1 – THE PREMISES

[to be inserted prior to signature]

SCHEDULE 2 – SERVICES AND SERVICE LEVEL AGREEMENT

PART 1 – THE SERVICES

The Concessionaire will undertake the re-branding and reorganisation of the three retail outlets comprising the Premises, thereby converting the units into visually-appealing and modern retail spaces. The Concessionaire will sell a suitable range of appropriate food, beverage, newsagent and pharmaceutical products at reasonable prices, thereby offering value for money. The Concessionaire will undertake the promotion and marketing of three two retail units in a manner that safeguards a consistent growth in sales. The Concessionaire will deliver flexibility in respect of an ability to meet changing market demands.

PART 2 – THE SERVICE LEVELS

[to be inserted prior to signature]

SCHEDULE 3 – CONTRACTING AUTHORITY SERVICES

Subject to the Concessionaire's compliance with the terms of this Agreement, the Contracting Authority shall provide the following services to the Concessionaire in relation to the Premises:

- Electricity, at no cost to the Concessionaire;
- Heating, at no cost to the Concessionaire;
- Lighting, at no cost to the Concessionaire;
- Waste services at a cost of €50.00 per day to the Concessionaire. For the avoidance of doubt, the Contracting Authority's waste management facilities may only be used for the disposal of general, non-risk waste. All medicines or healthcare risk waste generated by the Retail Pharmacy must be disposed of independently by the successful concessionaire in compliance with all statutory provisions.

SCHEDULE 4 – PERSONAL GUARANTEE

In consideration of the Contracting Authority entering into a Concession Agreement dated [to be inserted prior to signature] of 2027 with [to be inserted prior to signature].

We [to be inserted prior to signature] and [to be inserted prior to signature] HEREBY JOINTLY and SEVERALLY:

1. **GUARANTEE** the due performance and observance by the Concessionaire of the terms and conditions of the Agreement and the payment to the Contracting Authority of Concession Fee and all other sums at any time payable thereunder at the times prescribed therein.
2. **COVENANT** to indemnify the Contracting Authority against all claims, demands, losses, damages, liability, costs, fees and expenses whatsoever sustained by the Contracting Authority by reason of or arising in any way directly or indirectly out of any default by the Concessionaire in the performance and observance of any of its obligations to the Contracting Authority under this Agreement arising before or after the expiration or termination of the Agreement or any continuation or renewal of it.
3. **COVENANT** that the Guarantor is jointly and severally liable with the Concessionaire (whether before or after any disclaimer by a liquidator or trustee in bankruptcy) for the fulfilment of all the obligations of the Concessionaire under this Agreement and agree that the Contracting Authority, in the enforcement of its rights under the Agreement, may proceed against the Guarantor as if the Guarantor was named as the Concessionaire in this Agreement.
4. **WAIVE** any right to require the Contracting Authority to proceed against the Concessionaire or to pursue any other remedy whatsoever which may be available to the Contracting Authority and before proceeding against the Guarantor.
5. **ACKNOWLEDGE** that none of the following, or any combination of the following, shall release, determine, discharge or in any way lessen or affect the liability of the Guarantor as principal debtor under this Agreement or otherwise prejudice or affect the right of the Contracting Authority to recover from the Guarantor to the full extent of this guarantee:
 - (a) Any neglect, delay or forbearance of the Contracting Authority in endeavouring to obtain payment of the amounts required to be paid by the Concessionaire or in enforcing the performance or observance of any of the obligations of the Concessionaire under this Agreement;
 - (b) Any extension of time given by the Contracting Authority to the Concessionaire;
 - (c) Any variation of the terms of this Agreement;
 - (d) Any change in the constitution, structure or powers of either the Concessionaire, the Guarantor, the Contracting Authority or the liquidation, administration or bankruptcy (as the case may be) of either the Concessionaire or the Guarantor;
 - (e) Any legal limitation, or any immunity, disability or incapacity of the Concessionaire (whether or not known to the Contracting Authority) or the fact that any dealings with the Contracting

Authority by the Concessionaire may be outside or in excess of the powers of the Concessionaire;

- (f) Any other act, omission, matter or thing whatsoever whereby, but for this provision, the Guarantor would be exonerated either wholly or in part (other than a release under seal given by the Contracting Authority).

6. **COVENANT** with the Contracting Authority that:

- (i) If a liquidator or trustee in bankruptcy shall disclaim or surrender this Agreement; or
- (ii) If this Agreement shall be terminated by the Contracting Authority; or
- (iii) If the Concessionaire shall cease to exist

then the Guarantor shall, if the Contracting Authority by notice in writing given to the Guarantor within six (6) months after such disclaimer or other event so requires, accept from and execute and deliver to the Contracting Authority a new Agreement in respect of the Premises for a term commencing on the date of the disclaimer or other event and continuing for the residue then remaining unexpired of the Term, such new Agreement to be at the cost of the Guarantor and subject to the same terms, covenants, conditions and provisions as are contained in this Agreement.

SIGNED for and on behalf of [to be inserted prior to signature] by:

Signed: _____

Date: _____

Witnessed by: _____

SIGNED for and on behalf of the Contracting Authority by:

Signed: _____

Date: _____

Witnessed by: _____

SCHEDULE 5 - CONCESSIONAIRE DETAILS

[to be inserted prior to signature]

SCHEDULE 6 - DEED OF RENUNCIATION

SECTION 17 OF THE LANDLORD AND TENANT (AMENDMENT) ACT, 1980 (AS AMENDED BY SECTION 4 OF THE LANDLORD AND TENANT (AMENDMENT) ACT, 1994 AND SECTION 47 OF THE CIVIL LAW (MISCELLANEOUS PROVISIONS) ACT, 2008)

RENUNCIATION OF RIGHTS TO A NEW TENANCY

THIS RENUNCIATION dated [to be inserted prior to signature] 2027

In this Renunciation the following words and expressions have the following meanings:

‘Acts’ means the Landlord and Tenants Acts 1967 to 2008 as amended, replaced or supplemented from time to time;

‘Agreement’ means the Concession Agreement between the Contracting Authority and the Concessionaire dated [to be inserted prior to signature] 2027;

‘Premises’ means the area defined and described in Schedule 1 of the Agreement;

‘Concessionaire’ means [to be inserted prior to signature];

‘The Contracting Authority’ means Beaumont Hospital.

The Contracting Authority has agreed to grant the Concessionaire, in common with the Contracting Authority, the right to enter upon and obtain access to the Premises subject to the terms and conditions set out in the Agreement. The Contracting Authority and the Concessionaire hereby acknowledge and agree that it is the strict intention of the Parties that the Agreement will not create a tenancy within the meaning of Acts or otherwise and that the Premises does not constitute a tenement within the meaning of the Acts.

The Tenant acknowledges that it has received independent legal advice in relation to this Renunciation and has been advised that should the Agreement be deemed to create a tenancy and the Premises be deemed to be a tenement, then the Concessionaire may, subject to the terms of the Acts, be entitled to a new tenancy in the Premises at the expiry or sooner determination of the Agreement.

Having received and considered such advice, and under the provisions of Section 17 of the Landlord and Tenant (Amendment) Act, 1980 (as amended by Section 4 of the Landlord and Tenant (Amendment) Act, 1994 and Section 47 of the Civil Law (Miscellaneous Provisions) Act, 2008), the Concessionaire **HEREBY RENOUNCES** any entitlement which it may have under the Acts to a new tenancy in the Premises should such entitlement, but for this Renunciation, accrue upon the expiration or sooner determination of the Premises.

SIGNED for and on behalf of [to be inserted prior to signature] by:

Signed: _____

Date: _____

Witnessed by: _____

SIGNED for and on behalf of the Contracting Authority by:

Signed: _____

Date: _____

Witnessed by: _____

SCHEDULE 7 – CALCULATION OF TURNOVER

1. The Gross Turnover shall be the total amount of all sums of money and the value of any other consideration received or receivable for all:
 - (a) goods sold, hired, leased or otherwise disposed of;
 - (b) services sold or performed; and
 - (c) business of whatever nature;in whole or in part at, in or from the Premises by the Concessionaire.
2. For the avoidance of doubt, the amounts specified in Paragraph 1 above shall include those from:
 - (a) orders accepted, received or processed at, or originating or collected from the Premises whether in person, by post, telephone, e-mail, internet or any other means including:
 - (i) those wholly or partly fulfilled or performed at, or from, another location;
 - (ii) those where payment is made in whole or in part to a person other than the Concessionaire;
 - (iii) those obtained or taken at another location by persons based at, or operating from the Premises; and
 - (iv) those made by vending machines and electronic or mechanical devices situated at the Premises.
 - (b) deposits not refunded to customers;
 - (c) charges made by the Concessionaire for delivery, insurance or postal services in relation to an order;
 - (d) sales of service contracts;
 - (e) the full sale price of any goods or services sold:
 - (i) where payment is made fully or partly in kind or by way of exchange of goods;
 - (ii) to an employee or employee's family, disregarding any discount that may be allowed by the Concessionaire; and
 - (iii) on a credit, instalment, hire purchase basis, even though the Concessionaire may not yet have received full payment.
3. The following sums shall not be included in the Gross Turnover referred to in Paragraph 2:

- (a) all VAT and excise or sales tax directly imposed on and paid or accounted for by the Concessionaire in relation to the supply of goods and services at, in, or from the Premises; and
 - (b) any cash refund or credit given to a customer in respect of returned goods or unsatisfactory services to the extent only that the amount of the cash refund or credit does not exceed the amount included in the Turnover in respect of the sale of those goods or services.
- 4. For the avoidance of doubt, no deduction in calculating Turnover is to be made for:
 - (a) Bad or doubtful debts;
 - (b) Commissions or fees payable to banking, financial or credit card organisations, or
 - (c) Commissions payable to other persons.

APPENDIX 6 – EUROPEAN SINGLE PROCUREMENT DOCUMENT

- a) This document must be completed and returned by tenderers. The completed version of this document will constitute a 'self-declaration' that the grounds for exclusion detailed in Section 8 of the Invitation to Tender document do not apply to the tenderer and that the tenderer is in a position to comply with each of the eligibility criteria detailed in Section 9 of the Invitation to Tender document.
- b) Failure to complete all sections of this document will result in the tenderer's elimination from this competition. Moreover, failure to provide sufficient detail in respect of any field may, at the discretion of the Contracting Authority, result in the elimination of the tenderer in question.
- c) Any misrepresentation in respect of the completed document will result in the tenderer's elimination from this and future procurement competitions.
- d) Tenderers may reuse a European Single Procurement Document previously submitted in respect of another competition. Alternatively, in the event that a tenderer has previously completed an electronic version of this document, the tenderer may provide the Contracting Authority with electronic access to the relevant document. In both instances, it is imperative that the completed version of the European Single Procurement Document contains all of the information sought by this document.
- e) For the avoidance of doubt, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate the inapplicability of any ground for exclusion detailed in Section 8 of the Invitation to Tender document. Additionally, the Contracting Authority reserves the right to request any tenderer to provide all supporting documentation necessary to demonstrate compliance with the eligibility criteria detailed in Section 9 of the Invitation to Tender document. Such requests may be made at any point during the competitive process. **In particular, before reaching an award decision, the Contracting Authority may require the successful tenderer to provide all supporting documentation necessary to confirm the assertions made hereunder.**
- f) If a tenderer fails to provide supporting documentation necessary to confirm the assertions made hereunder within five working days of a request to do so from the Contracting Authority, the tenderer in question will be eliminated from the competition.

PART I – INFORMATION CONCERNING THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY	
IDENTITY OF THE PROCURER:	ANSWER:
Name:	Beaumont Hospital
Which procurement is concerned?	THE OPERATION OF THREE RETAIL UNITS UNDER A CONCESSION AGREEMENT
Title or short description of the procurement:	THE OPERATION OF THREE RETAIL UNITS UNDER A CONCESSION AGREEMENT
File reference number attributed:	3080

PART II – INFORMATION CONCERNING THE ECONOMIC OPERATOR	
A: INFORMATION ABOUT THE ECONOMIC OPERATOR	
IDENTIFICATION:	ANSWER:
Name:	<i>Insert</i>
VAT-number, if applicable: <i>(If no VAT-number is applicable, please indicate another national identification number, if required and applicable)</i>	<i>Insert</i>
Postal Address:	<i>Insert</i>
Contact Person or Persons:	<i>Insert</i>
Telephone:	<i>Insert</i>
E-mail:	<i>Insert</i>
Internet address, if applicable:	<i>Insert</i>
GENERAL INFORMATION:	ANSWER:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise?	Yes ☐ No ☐ Define which: <i>Insert</i>
Only in the case the procurement is reserved, is the economic operator a sheltered workshop, a 'social business,' or will it provide for the performance of the contract in the context of sheltered employment programmes?	NOT APPLICABLE
If yes, what is the corresponding percentage of disabled or disadvantaged workers? If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to.	NOT APPLICABLE
If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g., under a national [pre]qualification system)?	Yes ☐ No ☐ Not Applicable ☐
<i>If you have answered 'yes' to the above question, answer the remaining parts of this Section, Section B and, where relevant, Section C of Part II. Then complete and sign Part VI. (i.e., if you have answered 'yes' to the above question, there is no need to complete Parts III and IV of this Appendix).</i>	
Please provide the name of the list or certification and the relevant registration or certificate number, if applicable:	<i>Insert</i>
If the certificate of registration or certification is available electronically, please state:	<i>Insert web address, issuing authority or body, precise reference of the documentation.</i>
Please state the references on which the registration or certification is based and, where applicable, the classification obtained in the official list:	<i>Insert</i>

Does the registration or certification cover all of the required selection criteria? <i>(If 'no,' please complete and sign Appendix IV of this document.)</i>	Yes ☐ No ☐
Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the Contracting Authority or Contracting Entity to obtain it directly by accessing a national database in any Member State that is available free of charge?	Yes ☐ No ☐ <i>(If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation).</i>
FORM OF PARTICIPATION	ANSWER:
Is the economic operator participating in the procurement procedure together with others?	Yes ☐ No ☐
<i>If you have answered 'yes' to the above question, please ensure that the others concerned provide a separate ESPD document and please answer the questions below:</i>	
If 'yes,' please indicate the role of the economic operator in the group (e.g., leader, responsible for specific tasks, etc.):	<i>Insert</i>
If 'yes,' please identify the other economic operators participating in the procurement procedure together:	<i>Insert</i>
Where applicable, please insert the name of the participating group:	<i>Insert</i>
LOTS:	ANSWER:
Where applicable, please indicate the lot(s) for which the economic operator wishes to tender:	NOT APPLICABLE
B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR	
<i>Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:</i>	
REPRESENTATION, IF ANY:	ANSWER:
Full Name: <i>(Accompanied by the date and place of birth, if required)</i>	<i>Insert</i>
Position / Acting in the capacity of:	<i>Insert</i>
Postal Address:	<i>Insert</i>
Telephone:	<i>Insert</i>
E-mail:	<i>Insert</i>
If necessary, please provide detailed information regarding the representation (e.g., its form, extent, purpose, etc).	<i>Insert</i>

C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES	
RELiance:	ANSWER:
Does the economic operator rely on the capacities of other entities in order to meet the eligibility criteria for this competition as set out in Section 5 of the associated Invitation to Tender document?	Yes ☐ No ☐
<i>If 'yes,' please provide a separate ESPD form setting out the information required under Sections A and B of this Part and Part III of this Appendix for each of the entities concerned, duly completed and signed by the entities concerned. Please note that this should also include any technicians or technical bodies, not belonging directly to the economic operator's undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.</i> <i>Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, it may also be necessary for some or all of the entities concerned to complete Part IV of this Appendix.</i>	
D: INFORMATION CONCERNING SUBCONTRACTORS ON WHOSE CAPACITY THE ECONOMIC OPERATOR DOES NOT RELY	
SUBCONTRACTING	ANSWER:
Does the economic operator intend to subcontract any share of the contract to third parties?	Yes ☐ No ☐ If 'yes,' and so far as is known, please list the proposed subcontractors.
<i>If 'yes,' please provide the information required under Sections A and B of this part for each of the subcontractors concerned.</i>	

PART III – EXCLUSION GROUNDS	
A: GROUNDS RELATING TO CRIMINAL CONVICTIONS	
<i>Article 57.1 of Directive 2014/24/EU sets out the following reasons for exclusion:</i> <i>1. Participation in a criminal organisation;</i> <i>2. Corruption;</i> <i>3. Fraud;</i> <i>4. Terrorist offences or offences linked to terrorist activities;</i> <i>5. Money laundering or terrorist financing;</i> <i>6. Child labour and other forms of trafficking in human beings.</i>	
GROUND:	ANSWER:
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	Yes ☐ No ☐ <i>If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>
<i>If 'yes,' please provide the following information:</i>	
Date of conviction, which of the grounds for conviction (points 1 to 6 above) is concerned and the reason(s) for the conviction:	<i>Insert dates, points and reasons.</i>
Identify who has been convicted:	<i>Insert</i>
Insofar as is established directly in the conviction:	<i>Insert the length of the period of exclusion and the point(s) concerned.</i> <i>If the relevant documentation is available electronically, please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>
In cases of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS	
PAYMENT OF TAXES / SOCIAL SECURITY:	ANSWER:
Has the economic operator met all of its obligations relating to the payment of taxes or social security contributions, both in the country in which it is established and in the Member State of the Contracting Authority if other than the country of establishment?	Yes ☐ No ☐
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>

If the economic operator has not met all of its obligations relating to the payment of taxes or social security contributions, please provide the following information:

Country or member state concerned:	Taxes	Social Contributions
	<i>Insert</i>	<i>Insert</i>
What is the amount concerned?	<i>Insert</i>	<i>Insert</i>
How has this breach of obligations been established?	<i>Insert</i>	<i>Insert</i>
If through a judicial or administrative decision, is this decision final and binding?	Yes ☐ No ☐	Yes ☐ No ☐
If through a judicial or administrative decision, please indicate the date of conviction or decision:	<i>Insert</i>	<i>Insert</i>
If through a judicial or administrative decision, and in the case of a conviction, please provide the length of the period of exclusion:	<i>Insert</i>	<i>Insert</i>
If this breach of obligations has been established by other means, please indicate the other means in question:	<i>Insert</i>	<i>Insert</i>
Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest or accrued fines?	Yes ☐ No ☐	Yes ☐ No ☐
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>	
C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL MISCONDUCT		
GROUND:	ANSWER:	
Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law?	Yes ☐ No ☐	
If the economic operator has breached its obligations in the fields of environmental, social and labour law, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>	

Is the economic operator in any of the following situations: • Bankrupt; • The subject of insolvency or winding-up proceedings; • In an arrangement with creditors; • In any analogous situation arising from a similar procedure under national laws and regulations; • That its assets are being administered by a liquidator or the court; • That its business activities are suspended?	Yes ☐ No ☐
If the economic operator is in any of the situations mentioned in the immediately preceding question, please provide comprehensive details of the situation:	<i>Insert</i>
Please provide the reasons for nevertheless being able to perform the contract or framework agreement, taking into account the applicable national rules and measures on the continuation of business in those circumstances, as per Article 57.4 of Directive 2014/24/EU.	<i>Insert</i>
If the relevant documentation is available electronically, please indicate:	<i>Please insert the web address, the issuing authority or body and the precise reference of the documentation.</i>
Is the economic operator guilty of grave professional misconduct?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the matter.</i>
If the economic operator is guilty of grave professional misconduct, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Has the economic operator entered into arrangements with other economic operators aimed at distorting competition?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the arrangements in question.</i>
If the economic operator has entered into arrangements with other economic operators aimed at distorting competition, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Is the economic operator aware of any conflict of interest due to its participation in the procurement procedure?	Yes ☐ No ☐ <i>If 'yes' please provide a comprehensive description of the conflict(s) in question.</i>

Has the economic operator or an undertaking related to it advised the Contracting Authority or otherwise been involved in the preparation of the procurement procedure?	Yes ☐ No ☐ <i>If 'yes' please provide a comprehensive description of the matter.</i>
Has the economic operator experienced that a prior public contract, framework agreement or concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with a prior contract?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the matter.</i>
If the economic operator experienced that a prior public contract, framework agreement or concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with a prior contract, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (as per Article 57.6 of Directive 2014/24/EU)?	Yes ☐ No ☐ <i>If 'yes' please insert a comprehensive description of the measures taken.</i>
Can the economic operator confirm the following: • That it has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria? • That it has not withheld such information? • That it has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity? • That it has not undertaken to unduly influence the decision making process of a contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in a procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?	Yes ☐ No ☐

PART IV – ELIGIBILITY CRITERIA	
α: GLOBAL INDICATION FOR ALL SELECTION CRITERIA	
Concerning the eligibility criteria, the economic operator declares that it satisfies the required eligibility criteria for this competition as detailed in Section 5 of the Invitation to Tender document:	Yes ☐ No ☐

PART V – REDUCTION OF THE NUMBER OF QUALIFIED CANDIDATES

NOT APPLICABLE

PART VI – CONCLUDING STATEMENTS

The undersigned formally declare that the information stated under Parts II – III of this Appendix is accurate and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- (a) The Contracting Authority has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge;
- (b) As of 18/10/2018 at the latest, the Contracting Authority already possesses the documentation concerned.

The undersigned formally consent to Beaumont Hospital gaining access to documents supporting all information provided in this European Single Procurement Document for the purposes of this competition.

Signed (Authorised Signatory):	<i>Insert</i>
Block Capitals:	<i>Insert</i>
Position:	<i>Insert</i>
Company:	<i>Insert</i>
Registered Office:	<i>Insert</i>
Date:	<i>Insert</i>