

Request for Tenders

for

Concession Contract

for the **Operation and Management of**

Café and Catering Services at The Lakeside Café,

at

Tralee Bay Wetlands Eco & Activity Park

Scope of Contract	Concession Contract for the **Operation and Management of Café and Catering Services at The Lakeside Café,** at **Tralee Bay Wetlands Eco & Activity Park.**
Procedure	Open Procedure – National Level
Key Dates	
Issue Date	**As per eTenders platform.**
Closing Date for Queries	**12:00 midday Friday 13th of November 2026**
Closing Date for Tender Submissions	**12:00 midday Thursday 26th of November 2026**
Contact for Queries	Messaging facility on www.etenders.gov.ie
Format for submission of tenders	Via www.etenders.gov.ie only
Award Decision	December 2026
Contract Commencement	February 2027

- The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.
- Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal *www.etenders.gov.ie*. Registration is free of charge and there is no charge for documents.
- Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

Please note that the Contracting Authority has supplied a Tender Response Document which must be used in the tender response. The documents should be uploaded as a Zip file on eTenders to protect the integrity of file names.

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ABOUT THE CONTRACTING AUTHORITY

1) THE CONTRACTING AUTHORITY

For the purposes of this procurement process, Tralee Bay Wetlands Company Limited and Kerry County Council shall be collectively referred to as the "Contracting Authority" and shall be jointly responsible for all matters relating to the conduct of this procurement process.

Further information is available at: https://traleebaywetlands.org/ and www.kerrycoco.ie

2) DISCLAIMER

This Request for Tenders ("RFT") is issued for information purposes only and does not constitute an offer, commitment, or representation by the Contracting Authority to award a contract.

While reasonable care has been taken in preparing this document, the Contracting Authority makes no representation or warranty as to the accuracy or completeness of the information provided and accepts no liability for any loss or damage arising from reliance on such information.

The Contracting Authority reserves the right, at its sole discretion, to amend, suspend, discontinue, or cancel this procurement process at any time and shall not be liable for any costs incurred by tenderers in preparing or submitting tenders.

3) USE OF ETENDERS

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

In order to submit a response, it is mandatory to have ASSOCIATED your company with the competition using the eTenders log in.

4) TENDER RESPONSE DOCUMENT (TRD)

The Contracting Authority has provided a Tender Response Document (TRD) to assist tenderers in preparing their submissions. Tenderers must complete and submit the TRD in the format provided. Tenderers should not alter the structure of the document, add promotional material, or otherwise personalise the TRD.

Tenderers should note that the following documents form part of the tender documentation:

- This Request for Tenders (RFT);
- The Tender Response Document (TRD);
- The Concession Contract and associated schedules;
- The Concession Service Level Agreement (CSLA).
- Any clarification notices or supplementary documents issued by the Contracting Authority during the tender period.

OVERVIEW OF THE REQUIREMENT

1) INTRODUCTION

The Contracting Authority invites tenders from suitably qualified and experienced operators for the provision of a concession contract for the operation and management of café and catering services at The Lakeside Café, Tralee Bay Wetlands Eco & Activity Park, Tralee, County Kerry.

The successful Tenderer will be granted the right to operate the Café and associated catering services for the duration of the Concession Period in accordance with the Concession Contract and Concession Service Level Agreement (CSLA).

2) CONTRACT AWARD

The Contracting Authority intends to award the Concession Contract to the Tenderer submitting the Most Economically Advantageous Tender (MEAT) following evaluation in accordance with the Award Criteria set out in this Request for Tenders.

3) TERMINATION

The Contracting Authority reserves the right, at its sole discretion, to cancel or discontinue this competition at any stage prior to the award of the Concession Contract where circumstances arise which materially affect the proposed concession, the operation of the facility, or the requirements of the Contracting Authority.

The Contracting Authority shall not be liable for any costs incurred by tenderers in connection with the preparation or submission of tenders.

4) CONTRACT TERMS AND CONDITIONS

The award of the Concession Contract shall be subject to the successful tenderer entering into and complying with the Concession Contract included within the tender documentation. Tenderers are required to review the Concession Contract and confirm, as part of their tender submission, that they are willing to enter into the Concession Contract on the terms set out therein.

Any comments, reservations or requests for clarification relating to the Concession Contract should be submitted during the clarification period in accordance with the procedure set out in Section 6 of this Request for Tenders. The Contracting Authority reserves the right not to accept material departures from the terms of the Concession Contract.

5) AWARD TO THE NEXT RANKED TENDERER

If the preferred tenderer withdraws from the process, declines to enter into the Concession Contract, or fails to meet the requirements necessary for contract award, the Contracting Authority reserves the right to award the Concession Contract to the next highest-ranked tenderer based on the evaluation results and the terms of the competition.

The Contracting Authority may exercise this right at any time during the tender validity period. Nothing in this clause shall prevent the Contracting Authority from cancelling the competition or commencing a new procurement process at its sole discretion.

DETAILED SPECIFICATION OF REQUIREMENTS

1) THE CONCESSION

The Concessionaire will be responsible for the day-to-day operation and management of:

- The Lakeside Café;
- Food and beverage services;
- Retail confectionery and snack sales;
- Catering services associated with the operation of the visitor attraction;
- Such ancillary services as may be approved by the Contracting Authority.

The Concessionaire shall derive its income from customers using the facility and shall bear the associated commercial and operational risks.

2) THE CONCESSION PERIOD

The initial Concession Period shall be: **Three (3) Years**

The Contracting Authority may, at its sole discretion and subject to satisfactory performance, extend the Concession Period by up to **two** extension periods of up to **two years each**. Any extension shall be subject to agreement between the parties.

3) ESTIMATED CONCESSION VALUE

The estimated total value of the Concession for the purposes of the procurement process is **€3,496,920**

The estimated concession value is based on the maximum potential contract duration of seven (7) years, comprising an initial three-year term and two potential extension periods of two years each

The estimated contract value has been calculated in accordance with the Concessions Regulations based on the Contracting Authority's reasonable estimate of the total turnover likely to be generated by the concessionaire during the concession period.

The Contracting Authority's estimate is based on visitor numbers, site capacity, market benchmarking and anticipated trading activity.

4) SITE VISIT

Tenderers are strongly encouraged to attend the site visit notified through eTenders and satisfy themselves as to:

- The condition of the premises;
- Visitor profile;
- Operational requirements;
- Equipment provided;
- Access arrangements;
- Commercial opportunity.

Details of the site visit, including the date, time and meeting arrangements, will be communicated to Tenderers via the eTenders messaging system. Tenderers are responsible for ensuring they receive and review all communications issued through eTenders in connection with this competition.
Tenderers are responsible for familiarising themselves with the Site and all conditions which may affect performance of the Concession Contract.

5) CONTRACT MANAGEMENT

The Concessionaire shall nominate a Contract Manager and a designated deputy who will act as the primary point of contact for the Contracting Authority throughout the Concession Period. The Contract Manager shall have sufficient authority to address all operational and contractual matters and shall be responsible for the effective management and delivery of the Concession Services.

The responsibilities of the Contract Manager shall include:

- Maintaining a constructive and effective working relationship with the Contracting Authority;
- Providing reports and management information as reasonably required by the Contracting Authority;
- Attending review meetings as required to discuss operational performance, compliance with the Concession Contract and the Concession Service Level Agreement;
- Managing and resolving operational issues, complaints and disputes;
- Identifying opportunities to improve service quality, customer experience, operational efficiency and sustainability.

Note:
All contract management, reporting, meeting attendance and liaison activities required under the Concession Contract shall be deemed to be included within the Concessionaire's obligations and shall not give rise to any separate charge, fee or claim for additional payment.

SELECTION CRITERIA

1) ELIGIBILITY AND MINIMUM REQUIREMENTS

The Contracting Authority is using an Open Procedure for the award of this Concession Contract. Any interested party may submit a tender.

Tenderers must provide the information requested in the Tender Response Document to demonstrate that they have the financial capacity, relevant experience, and operational capability necessary to perform the concession and to operate and manage the café and catering services in accordance with the requirements of the Concession Contract.

Only tenders submitted by Tenderers that satisfy the minimum requirements set out in this Request for Tenders will proceed to full evaluation. Where the information provided does not demonstrate compliance with the minimum requirements, the tender may be excluded from further consideration.

2) EUROPEAN SINGLE PROCUREMENT DOCUMENT

Tenderers must complete a European Single Procurement Document (ESPD), with their tender, as evidence of compliance with the requirements of this competition. Any information provided on a self-declaration basis shall, upon request, be supported by the relevant evidence and documentation prior to the award of the Concession Contract.

The Contracting Authority reserves the right to request supporting evidence, certificates, references, or other documentation at any stage of the procurement process before awarding the Concession Contract.

3) RELIANCE ON THE CAPACITY OF OTHER ENTITIES

Tenderers may rely on the financial, economic, technical or professional capacity of other entities where necessary to meet the requirements of this competition. In such cases, the Tenderer must demonstrate to the satisfaction of the Contracting Authority that the necessary resources will be available for the duration of the Concession Contract.

Small and Medium Enterprises (SMEs) are encouraged to participate and may form consortia, joint ventures or other collaborative arrangements to meet the requirements of the competition.
Where a Tender is submitted by a consortium, joint venture or other grouping, the Tenderer shall provide the relevant information for each participating entity where applicable.

The consortium or grouping shall nominate a single lead member and point of contact who will be responsible for communications with the Contracting Authority and authorised to enter into the Concession Contract on behalf of all members. The Contracting Authority will not act as mediator or arbitrator between consortium members.

4) DECLARATIONS AND COMPLIANCE REQUIREMENTS – PASS/FAIL

Tenderers must:

- Complete the Declaration of Bona Fides and the Declaration of Compliance with Statutory Obligations contained in the Tender Response Document (or equivalent requirements in their country of establishment).
- Complete and submit an ESPD (European Single Procurement Document) or provide the required self-declarations in the Tender Response Document.
- Complete the declaration relating to the International Procurement Instrument (Regulation (EU) 2022/1031) and Regulation (EU) 2022/576 concerning restrictive measures.

- Provide any supporting evidence requested by the Contracting Authority to demonstrate compliance with the Selection Criteria, the absence of Exclusion Grounds, and compliance with applicable EU sanctions and procurement regulations.
- Ensure that any third party or subcontractor on whose resources they rely on, can also satisfy the applicable Selection Criteria, Exclusion Grounds and regulatory requirements.
- Failure to provide satisfactory evidence when requested may result in the Tenderer being excluded from the competition.

Where the issue relates to a proposed subcontractor, the Contracting Authority may require the subcontractor to be replaced in order for the Tenderer to remain eligible or consideration for the award of the Concession Contract.

5) TAX COMPLIANCE (PASS/FAIL)

The Tenderer must confirm that it, and any entity upon whose resources it relies, is fully compliant with all applicable tax obligations and holds, or will hold prior to award of the Concession Contract, valid tax clearance in accordance with the requirements of the Irish Revenue Commissioners or the equivalent authority in its country of establishment.

6) FINANCIAL STANDING (PASS/FAIL)

The Tenderer must confirm that:

- it has achieved a minimum annual turnover of €200,000 in each of the last three completed financial years, or on a pro-rata basis where the business has been established for less than three years (provided it has been trading for a minimum of six months); and
- it has the financial capacity to meet its liabilities as they fall due and to fulfil its obligations under the Concession Contract.

The Contracting Authority reserves the right to request supporting financial information prior to award of the Concession Contract.

7) INSURANCE (PASS/FAIL)

The Tenderer must confirm that it holds, or can obtain prior to commencement of the Concession Contract, the following minimum levels of insurance:

Insurance Type	Minimum level
Employers Liability Insurance	€13,000,000
Public Liability Insurance	€6,500,000
Product Liability Insurance	€6,500,000

The Contracting Authority reserves the right to request evidence of insurance cover, or confirmation from an insurer or insurance broker that the required cover can be put in place, prior to award of the Concession Contract.

8) CLARIFICATIONS

Requests for clarification shall be submitted through the eTenders messaging facility no later than the deadline specified on eTenders.

Responses to clarification requests may be circulated to all Tenderers, where considered relevant.

9) PREVIOUS CONTRACTS / EXPERIENCE – PASS/FAIL CRITERIA

Tenderers must demonstrate that they possess the necessary experience and capability to operate and manage a café, catering or visitor service concession of a comparable nature, scale and complexity to the Concession Contract being awarded.

To satisfy this requirement, Tenderers must provide details of at least two relevant contracts, concessions or business operations undertaken within the last five years that demonstrate experience relevant to the operation and management of a café, catering facility, hospitality business, visitor attraction food outlet or similar operation.

The Contracting Authority will assess whether the referenced contracts, concessions or projects are sufficiently comparable to the requirements of the Concession Contract.

AWARD CRITERIA

Only Tenderers that meet the Selection Criteria and whose Tenders are deemed compliant with and responsive to the requirements of this Request for Tender will proceed to evaluation under the Award Criteria.

Tenderers should ensure that sufficient information is provided in their Tender Submission to enable the Contracting Authority to fully assess their responses against each of the Award Criteria set out below.

The Concession Contract will be awarded to the Tenderer submitting the Most Economically Advantageous Tender (MEAT), taking account of both quality and financial considerations in accordance with the weightings below.

Tenderers should note that qualitative submissions will be evaluated prior to the opening and evaluation of financial submissions.

Tenderers must achieve the minimum score specified for each qualitative award criterion in order to remain eligible for award. Failure to achieve the minimum score under any qualitative criterion will result in the Tender being excluded from further consideration and the financial submission will not be assessed.

The maximum score available under the evaluation process is **10,000 marks.** The marks awarded for each criterion will be weighted in accordance with the percentages specified below and aggregated to determine the overall score for each Tender.

Criterion A	**Weighting**	**Maximum Marks**	**Minimum Marks Required**
	50%	**5000**	**N/A**

Title	**Financial Offer**
Description	Please complete all sections of this Tender Response Document. Tenderers should ensure that the proposed Concession Fee reflects their assessment of the commercial opportunity, taking account of all costs, risks and obligations associated with the operation of the concession.

Criterion B	**Weighting**	**Maximum Marks**	**Minimum Marks**
	30%	**3000**	**1500**

Title	**Operational Proposal**
Description	Tenderers must submit a concise Operational Proposal outlining how they will operate and manage The Lakeside Café in accordance with the Concession Services Level Agreement (CSLA), set out in Schedule 4 of the Concession Contract.

	The proposal should demonstrate how the Tenderer will meet or exceed the service standards, operational requirements, customer service expectations and performance obligations contained in the CSLA. The proposal should address the following key areas: **1) Management Structure** • The proposed management and supervisory arrangements for the café. • The key personnel who will be responsible for the day-to-day operation of the concession. **2) Staffing Arrangements** • Proposed staffing levels and roles. • Arrangements for staff training, supervision and customer service. **3) Operational Management** • Proposed opening hours and service arrangements. • Procedures for maintaining food quality, cleanliness, stock control and customer satisfaction. **4) Food Safety and Compliance** • Arrangements for ensuring compliance with food safety, health and safety and other relevant statutory requirements. **5) Visitor Experience** • How the Tenderer will deliver a high-quality customer experience and contribute positively to the overall visitor experience at Tralee Bay Wetlands. Tenderers must achieve the minimum marks shown above. Failure to do so will result in exclusion from further evaluation.

Criterion C	**Weighting**	**Maximum Marks**	**Minimum Marks**
	20%	**2000**	**1000**

Title	**Environmental Sustainability**
Description	Tenderers shall demonstrate how they will operate the café concession in an environmentally sustainable manner. Responses should address: **1) Waste Reduction**: measures to reduce waste and minimise the use of single-use products and packaging. **2) Segregation:** Arrangements for the segregation and recycling of waste. **3) Local Sourcing**; proposals for sourcing local, seasonal or sustainably produced food, beverages and consumables. **4) Staff Training:** measures to promote staff awareness of sustainable operating practices. Tenderers must achieve the minimum marks shown above. Failure to do so will result in exclusion from further evaluation.

1) METHODOLOGY FOR CALCULATING THE FINANCIAL SCORE

The Financial Score will be calculated using the formula set out below.

The tender offering the **highest Concession Fee** and meeting all minimum requirements of the procurement process will receive the maximum marks available under this criterion.

The scores of all other valid tenders will be calculated proportionately using the following formula:

- A = Monthly Concession Fee offered by the tender being evaluated
- B = Maximum marks available for the Financial Criterion
- C = Highest Monthly Concession Fee offered in a valid tender

Formula = (A x B) ÷ C

2) METHODOLOGY FOR CALCULATING SCORING OF QUALITATIVE CRITERIA

Scoring Band	Description
1 (81% - 100%)	An **excellent** response that fully meets requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.
2 (61% - 80%)	A **good** response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.
3 (41% - 60%)	A **satisfactory** response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
4 (21% - 40%)	An **average** response where some capabilities to meet the requirements are detailed however reservations exist. Lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority's requirements will not be successful.
5 (1% – 20%)	A **poor** response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority's requirements.
6 (0%)	No response or response completely fails to address the criterion under consideration.

3) MARKING PROCEDURE

Marks may be awarded at any point within the scoring ranges set out above where, in the opinion of the evaluation panel, the quality of a Tender response warrants the allocation of additional marks.

4) TIE-BREAK PROCEDURE

In the event that two or more Tenderers achieve the same overall score, the Concession Contract shall be awarded to the Tenderer with the highest total score under the qualitative award criteria. Where a tie remains, the Concession Contract shall be awarded to the Tenderer achieving the highest score under the highest-weighted qualitative criterion.

All information relating to the evaluation process, deliberations, scoring and potential outcomes shall remain confidential and shall not be disclosed to Tenderers or any third party until the conclusion of the procurement process and notification of the award decision.

5) POST-TENDER CLARIFICATIONS

The Contracting Authority reserves the right to seek written clarification from Tenderers in relation to any aspect of their Tender Submission where information provided is incomplete, unclear or appears to contain errors. Any such clarification process shall be conducted in accordance with the principles of equal treatment, transparency and fair competition and shall not permit any material alteration to a Tender.

6) VERIFICATION MEETINGS

The Contracting Authority reserves the right to require Tenderers to attend a verification meeting as part of the evaluation process. Where requested, key personnel proposed for the management and operation of the Concession Services shall attend such meeting and be available to discuss the Tender Submission and proposed service delivery arrangements.

Tenderers will be notified of the date, time, format and agenda of any verification meeting. The Contracting Authority may also undertake a site visit to premises operated by a Tenderer where this is considered necessary to verify information provided in the Tender Submission.

7) CLARIFICATION OF FINANCIAL PROPOSALS

Where the Contracting Authority considers that any aspect of a Tenderer's financial proposal, including the proposed Concession Fee, investment commitments, operating model or financial assumptions, appears unrealistic, unsustainable or otherwise gives rise to concern regarding the viability of the Concession, the Tenderer may be requested to provide such explanations and supporting information as the Contracting Authority considers appropriate.

Failure to provide a satisfactory explanation may result in the Tender being deemed non-compliant or otherwise excluded from further consideration.

8) RIGHT TO CONFIRM SUITABILITY

Tenderers should note that the Contracting Authority reserves the right, at any stage prior to contract award, to verify that the financial standing, technical capability, experience, insurances, licences and other information provided in support of the Tender remain accurate, valid and unchanged. Failure to satisfactorily demonstrate continued suitability may result in the Tender being excluded from the procurement process.

INSTRUCTIONS TO TENDERERS

1) SUBMISSION OF TENDERS

Tenders must be submitted electronically through the eTenders Tender Postbox facility only. Tenders submitted by any other means, including email, post or hand delivery, will not be accepted.

Tenderers are responsible for ensuring that all required documents are uploaded and successfully submitted before the tender deadline. Tenderers should allow sufficient time to complete the submission process and should familiarise themselves with the eTenders platform in advance of the closing date.

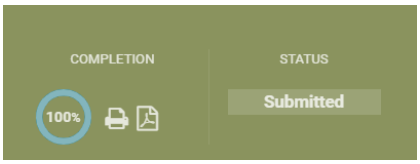
If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com
Phone: +353-818001459

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

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

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



If you do not receive a message similar to above and a confirmation email, you have not submitted your response.

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

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

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

2) TENDER DEADLINE

The deadline for submission of Tenders is as specified on the Cover Page of this Request for Tender.

Late submissions will not be accepted.

3) QUERIES

All queries relating to this competition must be submitted through the eTenders messaging facility before the query deadline specified on the Cover Page.

Responses to queries of general relevance will be issued to all interested parties through eTenders. The Contracting Authority is not obliged to respond to queries received after the stated deadline.

4) EXTENSION OF TIME

The Contracting Authority reserves the right to extend the tender submission deadline and will notify all interested parties through eTenders of any such extension.

5) TENDER VALIDITY

Tenders shall remain valid for a period of 180 days from the tender submission deadline.

6) TENDER DOCUMENTATION

Tenderers must use the Tender Response Document (TRD) provided. Tenderers shall not alter any declarations, forms or templates issued as part of this competition. Failure to comply may result in exclusion from the competition.

In the event of any discrepancy between documents issued, the PDF version of the Request for Tender shall prevail.

7) CONFIDENTIALITY AND CANVASSING

Tenderers shall treat all information provided in connection with this competition as confidential.

Any attempt by a Tenderer to improperly influence the procurement process, including canvassing or offering inducements to any person involved in the evaluation process, may result in immediate exclusion from the competition.

8) CLARIFICATIONS

The Contracting Authority reserves the right to seek clarification of any aspect of a Tender Submission. Clarifications shall not permit any material amendment to the Tender.

Tenderers may be requested to attend clarification or verification meetings as part of the evaluation process.

9) CORRECTION OF ERRORS

The Contracting Authority reserves the right to seek clarification of obvious clerical, arithmetical or administrative errors contained in a Tender. No new information, revised pricing or substantive changes may be introduced after the tender submission deadline.

10) CHANGES IN TENDERER COMPOSITION

Any change in the composition of a Tenderer, consortium member or relied-upon entity after Tender submission must be notified to and approved by the Contracting Authority.

The Contracting Authority reserves the right to exclude any Tenderer whose revised composition no longer satisfies the required selection criteria.

11) CONFLICT OF INTEREST

Tenderers shall disclose any actual, potential or perceived conflict of interest that may arise in connection with this competition or the proposed Concession Contract.

Failure to disclose a conflict of interest may result in exclusion from the competition or termination of any resulting contract.

12) PUBLICITY

No publicity or media announcement relating to this competition shall be made without the prior written consent of the Contracting Authority.

13) RIGHT NOT TO AWARD

The Contracting Authority does not bind itself to accept the highest scoring Tender or any Tender received.

The Contracting Authority reserves the right to suspend, cancel or discontinue the procurement process at any stage without liability.

14) NOTIFICATION OF OUTCOME

Following completion of the evaluation process, all Tenderers will be notified of the outcome of the competition.

15) CURRENCY

All financial submissions shall be expressed in Euro (€) and shall be exclusive of VAT unless otherwise stated.

16) COMPLIANCE WITH LAW

Tenderers shall comply with all applicable legislation, including employment, health and safety, equality, environmental, taxation and data protection requirements.

Any Concession Contract awarded shall be governed by the laws of Ireland.

17) COMPETITION AND ANTI-COLLUSION

Tenderers shall comply with all applicable competition law requirements and shall not engage in collusive or anti-competitive behaviour in connection with this procurement process.

18) FREEDOM OF INFORMATION

Information supplied by Tenderers may be subject to disclosure in accordance with the Freedom of Information Act 2014 or other applicable legal obligations.

Tenderers should clearly identify any information considered commercially sensitive and provide reasons supporting such designation.

19) DATA PROTECTION

The Contracting Authority will process personal data in accordance with applicable Data Protection Legislation, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Tenderers shall ensure they have the necessary legal basis for providing any personal data contained within their Tender Submission.

20) CHANGES IN LEGISLATION

The successful Tenderer shall be responsible for complying with all legislative and regulatory requirements applicable to the Concession Contract throughout its duration.

21) INTERNATIONAL PROCUREMENT INSTRUMENT (IPI)

Tenderers shall comply with the requirements of Regulation (EU) 2022/1031 (International Procurement Instrument) where applicable.

22) RESPONSIBILITY OF THE SUCCESSFUL TENDERER

The successful Tenderer shall be solely responsible for satisfying itself as to the risks, obligations and requirements associated with the Concession Contract, including operational, financial and supply chain considerations.