Limerick City and County Council

Call for Tender

(Competitive Procedure with Negotiation)

For the provision of Management, Operation and Maintenance services for its Rathbane Municipal Golf Course.

Limerick City and County Council is seeking tenders from an appropriate Operator.

Title	Management, Operation and Maintenance of Rathbane Municipal Golf Course, Bawnmore View, Galvone, Limerick. V94 W0Y5
Contracting Authority	Limerick City and County Council
Procedure	Competitive Procedure with Negotiation. As the subject matter of this competition is considered as a Title III service within the context of Directive 201/24/EU, where the choice of procedure is open to the Contracting Authority, the procedure chosen on this occasion is the Competitive Procedure with Negotiation. The Contracting Authority reserves the right to enter negotiations with some or all tenderers who submit a valid tender response. Negotiations may be held on aspects of the service under each of the published award criteria. The Contracting Authority also reserves the right to award the Contract directly following receipt of initial tenders without recourse to negotiations with individual tenderers.
Etenders Ref:	RFT 9385548
Issue Date	28 October 2026
Closing Date for Queries	As per Etenders
Closing Date for Tender Submissions	As per Etenders
Submissions and Queries via:	Etenders only

This Call for Tender is available at https://www.etenders.gov.ie/

Notes for Applicants and Application Criteria

- This Call for Tender is made based on applicants submitting an application that will be assessed by Limerick City and County Council (the 'Contracting Authority') based on the attached assessment criteria.
- Submission of an application is based on a completed Call for Tender and will not imply agreement and is further subject to contract/contract denied.
- There will be no obligation on the Contracting Authority to enter into an agreement with any applicant.
- Any preferred proposal is subject to approval by relevant funding authorities.
- Any agreement is subject to Law and Regulations applying at the time; conditions and standards that are not documented here in this explanatory note may apply to which omission the Contracting Authority will not be held liable for.
- Applications are made at the applicant's own cost.
- Please note that Contracting Authority is subject to the Freedom of Information Act 2014.
- Applications shall be valid for a period of 12 months from the date of submission or until an applicant withdraws their application.
- Applicants must ensure there are no conflicts of interest in relation to their applications and be prepared to sign a conflict-of-interest declaration.
- Canvassing is not permitted.
- This Call for Tender shall be treated by applicants as confidential.
- Disclaimer: Applicants are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.
- The Contracting Authority reserves the right to discontinue the procurement process at any time.
- Please note that information relating to this Call 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.

1. INTRODUCTION

1.1 The Contracting Authority

Limerick City and County Council is the 'Contracting Authority.' It is interested in seeking proposals from a suitably qualified Management Company (hereafter termed as the 'Operator') to manage, operate, maintain and enhance the facility at Rathbane Municipal Golf Course, in addition to growing membership and participation at the facility.

Rathbane Municipal Golf Course is a Local Authority owned public course with a 'Pay as You Go' ethos. It has been designed, prepared and constructed for the purposes of providing golf playing facilities to the people of Limerick and its visitors.

It comprises of circa 120 acres at Rathbane, in the townland of Rathbane South and Bawnmore, Limerick City. Its boundaries are outlined in red in Figure 1 below.



Figure 1: Rathbane Municipal Golf Course – Indicative site boundary

1.2 Small and Medium Enterprise participation

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

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

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

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

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

1.3 Climate Action, Sustainable Procurement and Energy Management

The Contracting Authority has signed the Climate Action Charter for Local Authorities, an action of the Government's Climate Action Plan, committing the Local Authority to actions around climate change. In this regard, the Contracting Authority will ensure that policies and practices that lead us towards low carbon pathways, ask suppliers as part of the procurement process to provide information on their carbon footprint and on the sustainability practices and steps they plan to reduce its impact and implement green public procurement strategy and procedures across all business areas.

The Contracting Authority has been accredited with ISO 50001 Energy Management. Accordingly, the Contracting Authority will establish and implement criteria for evaluating energy performance over the planned or expected operating lifetime, when procuring energy using products, equipment and services which are expected to have a significant impact on its energy performance.

When procuring energy using products, equipment and services that have, or can have, an impact on Significant Energy Users, the Contracting Authority shall inform suppliers that energy performance is one of the evaluation criteria for procurement.

Where applicable, the Contracting Authority will define and communicate specifications for ensuring the energy performance of procured equipment and services.

2. SCOPE OF REQUIREMENTS

2.1 Contract Period

The Contract for the management, operation and maintenance of Rathbane Municipal Golf Course shall be for an initial period of **five (5) years, with an option to extend by two further one-year (1) periods, maximum contract duration seven (7) years, with any extension being strictly at the Contracting Authority's discretion, subject always to satisfactory performance of the contract, agreement on subsidy, business needs, budgetary constraints and subject to agreement**.

The Contracting Authority shall be under no obligation to grant an extension, and any decision to extend the Contract shall be entirely at its discretion.

This Contract specifically excludes and does not provide for the Operator to obtain any possessory or ownership rights to Rathbane Municipal Golf Course. The course and all contents therein will remain solely and completely vested in the Contracting Authority.

2.2 Current Staff

Tenderers should be aware that there is a possibility that the application of the Acquired Rights Directive and the associated Irish Regulations may result in the transfer of current staff to the successful tenderer.

2.3 General Requirements

The Operator will be required to operate a commercially viable facility while continuing to satisfy the needs and requirements of the local community, Rathbane Golf club and the goals and objectives of the Contracting Authority.

The management, operation and maintenance of the golf facility will be the full responsibility of the successful Operator.

The facility shall be used exclusively for the purposes of sport, recreation and education and for no other purpose whatsoever, unless expressly agreed with the Contracting Authority.

The golf course is used by members of Rathbane Golf Club and casual green fee/pay as you go golfers. Relationships with users of the course, including interactions with the Golf Club Membership, will be a matter for the Operator and good relations must be maintained throughout the contract duration.

The Operator shall be liable for any water charges or other utilities (all electricity, telephone, heating, waste and similar charges) or any other service as may be incurred in the proper management of the facility, including any commercial rates, water rates or new taxes that may be levied throughout the duration of the agreed contract. The Operator shall bear the cost of TV licensing and any other TV charges should the Operator propose to supply such a service.

Prior to the signing of the Contract, an independent agent, to be agreed by the parties, may be appointed to conduct a baseline condition survey of the facility. At the end of the contract period, a further survey will be conducted to review the condition of the golf course and compare it with the baseline survey. The Operator and the Contracting Authority shall jointly fund the cost of these surveys.

Entry into this Contract may require the execution of a renunciation of a Landlord and Tenant Rights prior to the signing of any agreement.

Notwithstanding the foregoing, all substantial changes and alterations to Rathbane Municipal Golf Course shall be subject to the prior written consent of the Contracting Authority and shall be conducted at the expense of the Operator that has been appointed.

At all times, the golf course lands and any associated buildings and structures shall remain in the ownership of

the Contracting Authority. The Contracting Authority retains the right to access Council lands adjacent to the municipal golf course lands via the Golf Course.

The Contracting Authority retains the right to access the lands for the purposes of maintaining existing services (overhead and underground) and in relation to the provision of new services (overhead and underground).

2.4 Background

Rathbane Municipal Golf Course is located on Crossagalla, Bawnmore View, Limerick, V94 W0Y5 and comprises an 18-hole golf course, large putting green, chipping area, footgolf area, club house, car park and associated maintenance yard and shed facilities. The course is owned by the Contracting Authority.

Rathbane Golf Club is based at the municipal course under the provisions of a licence agreement between the Club and the Contracting Authority, renewable annually.

The Contracting Authority wishes to appoint a suitably qualified Management Company with experience in the management of golf courses to manage, operate, maintain and enhance Rathbane Municipal Golf Course in a manner that meets high levels of customer service and all statutory obligations in relation to Health and Safety, Protection of the Environment and Employee rights.

As part of this Contract, the Contracting Authority seeks to enter into a Service Level Agreement with a Management Company (the 'Operator') for the full outsourcing of the management, operation and maintenance of all services at Rathbane Municipal Golf Course. The main requirements will include:

- The Full Management of all aspects at the Golf Facility
- Operations at the Golf Facility
- Maintenance of the Golf Facility

The Operator will be responsible for the delivery of services and will be obliged to comply with all conditions detailed in this Tender and the Service Level Agreement, which will be signed and agreed between the Contracting Authority and the Operator prior to commencement of the Contract.

The Contracting Authority invites innovative proposals from prospective tenderers as to how best to provide these services.

2.5 Programmes and Participation

All programmes and/or projects developed by the Operator for delivery within Rathbane Municipal Golf Course must commit to meeting the objectives outlined below.

- The Mayoral Programme – focusing on the mayoral objectives outlined in a More Healthy Limerick
- The Contracting Authority's Corporate Plan
- The Limerick Sports Plan
- The objectives contained within the National Sports Policy 2018 to 2027, with the policy's key objectives being to get more people active and increase social participation in sporting related activities.
- Golf Ireland's Strategic Plan 2022 – 2026 and any updated strategy documents delivered within the duration of the Operator's Contract. These objectives include a commitment to grow and develop participation in the game of golf and golfing related activities in an inclusive, accessible and sustainable manner.
- Optimising the opportunities to invest and expand the facilities within the course, by identifying potential funding sources, working with the Contracting Authority to optimise applications under

future funding calls and deliver activation programmes to increase participation in the game of golf and/or golfing related activities across all sectors of the community.

- To include plans for the development of sport commensurate with the scale of the project and to demonstrate how these plans will address the sporting needs and recreational deprivation of the local community.
- To cater for objectives set out under the National Physical Activity Plan.
- To address the sporting, leisure and recreational needs of Limerick City and County and the Mid West region.
- To facilitate and promote programmes and activities of Limerick Sports Partnership, Golf Ireland, Rathbane Golf Club, etc.
- To raise levels of sporting activity and achievement.
- To support health and wellbeing initiatives as appropriate and initiatives through Healthy Ireland and Slaintecare.

The Operator must collaborate with the Contracting Authority to implement its Local Sports Plan, in conjunction with Limerick Local Sports Partnership and other key stakeholders, through the following programmes/areas:

- Golfing on the Green Programme
- Golf for Over 50's: to develop this area
- Women: to specifically target women, by providing women only activities, with lessons, get into golf programmes and any other activities that will increase participation by this group.
- People with Disabilities: to provide a range of integrated and segregated activities in conjunction with local organisations.
- Other Programmes: To be agreed between the Contracting Authority and the Operator.
- The Contractor shall demonstrate a strong commitment to community engagement and social inclusion. Opportunities for players of all abilities to compete shall be promoted across all demographic groups, with measures implemented to reduce barriers to access, encourage wider community involvement, and support inclusive participation in the facilities and programmes provided at Rathbane Municipal Golf Course.

The Operator should aim to achieve recognition awards that promote best practise in the running and operation of the course and its facilities and growing participation across all sectors within the community.

2.6 Ryder Cup

The Operator shall leverage the benefits of the 2027 Ryder Cup, Junior Ryder Cup 2027 and Golf for Disabled Match, by positioning the Rathbane Municipal Golf Course, as a golfing destination for visitors and expanding the range of golfing related activities being delivered within the course.

The Operator should outline to the Contracting Authority how it will position the course to achieve the optimum level of funding available under Golf Legacy Infrastructure Investment Programme 2026-2030 and any other sports capital or related funding opportunities that may arise throughout the duration of the Contract.

2.7 Resources

The Operator will be required to provide staff, machinery, plant and ancillary items necessary to fulfil its

obligations under the Contract and maintain a staff of adequate size to conduct the terms of the appointment. It will be the responsibility of the Operator to ensure all personnel are appropriately qualified and are competent to undertake any duties assigned to them and keep records of training undertaken.

2.8 Maintenance, Inspection, Reporting and Records

2.8.1 Maintenance

The successful Operator will be required to maintain Rathbane Municipal Golf Course including putting green, chipping area, footgolf area, clubhouse, car park and all buildings in a condition equivalent to their present condition. On termination of the Contract, the facility should be returned to the Contracting Authority, at a minimum, in at least the same condition that they were handed over to the Operator.

The Operator shall be responsible for all maintenance, including all routine, preventative and reactive maintenance, repair, servicing, replacement and upkeep of the Course and Facilities of Rathbane Municipal Golf Course. Refer to Appendix 1 for further details.

A preventative maintenance programme shall be put in place by the Operator with minimum maintenance requirements to be agreed with the Contracting Authority. This planned preventative maintenance programme, must be agreed annually.

This maintenance schedule should include all items listed in Appendix 1, contain dates for all the site's plant and equipment at the start of the Contract and required service intervals.

The Operator shall not conduct any unplanned maintenance works apart from repairs to fabric or services without the prior written approval of the Contracting Authority.

The Operator will be responsible for arranging the replacement and repair of equipment, at its own cost, when requested to do so by the Contracting Authority. It must ensure provision of all necessary fire safety, health and safety equipment, and facilities. Statutory/non-statutory inspections as per legislation and reports will be required for various elements of the buildings including fire alarms, emergency lighting, RCD testing, PAT testing, automated doors, pest control, and other elements, as required.

The Operator will be required to comply with all statutory and regulatory requirements including, but not limited to, current European Directives, National Legislation, Regulations and any successor requirements.

The Operator shall check that all items of plant, equipment and controls comply with all legislative requirements. All materials used and installations conducted shall comply with the relevant IS/EU/ISO Standards and Code of Practice.

Where no such standard applies, workmanship shall be to the best accepted practices of the trade. The Operator shall employ trained, competent and appropriately qualified personnel to conduct the necessary works on ail equipment specified in accordance with all relevant standards and statutory requirements.

The Contracting Authority reserves the right to carry out repairs, maintenance, servicing and replacement to the golf course and site by its own workforce and/or other Operators should the Operator fail, in the opinion of the Director of Services, to adequately maintain the fabric and/or services to any site. In such circumstances, the cost of carrying out the works will be deducted from the subsidy amounts payable by the Contracting Authority to the Operator under the terms of the Contract; and/or by recovering the same as a debt due to Contracting Authority from the Operator.

2.8.2 Inspection

The Operator shall permit the Contracting Authority to inspect, at short notice, maintenance logs and schedules pertaining to all plant and equipment to verify that satisfactory maintenance is being conducted.

The Contracting Authority shall be afforded such assistance by the Operator as necessary, to take measurements and readings of plant and equipment and to witness maintenance or testing being conducted.

The Contracting Authority will conduct routine inspections of plant and equipment for which the Operator shall provide full unrestricted access and attendance as necessary by the Operator's maintenance sub-Operator.

2.8.3 Reporting and Records

The Operator will be required to present the Contracting Authority with quarterly or otherwise scheduled maintenance and repair reports with records of all plant, equipment, fixtures and fittings replaced or serviced throughout the duration of the Operator's contract. The report should include an updated Asset Register for the facility, details of repairs, breakdowns and down times.

There will be a requirement for the Operator to maintain and keep adequate records of all maintenance undertaken by it or third-party Operators to replace or repair equipment, fixtures and fittings from income generated or grant aid that may be available for the course. The Operator will be required to maintain a safety file for the facility and update as appropriate.

2.9 Finance and Commercial

2.9.1 General

The Operator must undertake opportunities to grow the facilities within the resource as agreed by the Operator and Contracting Authority. This may include working to identify grant schemes, other funding sources and to avail of any opportunity to improve the facilities.

The successful Operator will have full control of the commercial aspects of the management of the Golf Course including promotion and use of the course.

Course Membership numbers and Pay as You Go/Green fees shall be agreed between the Operator and the Contracting Authority.

Golf Club membership numbers shall be agreed between the Operator, the Contracting Authority and Rathbane Golf Club. This shall be included in the separate Licence Agreement between the Contracting Authority and Rathbane Golf Club.

The Operator appointed shall provide a full set of accounts on an annual basis together with an audited certificate to the Contracting Authority and shall provide such reasonable interim financial details as may from time to time be requested by the Contracting Authority.

2.9.2 Pricing Policy

The Contracting Authority wishes to facilitate the operation of a commercially viable and professionally managed municipal golf course at Rathbane. Within these parameters it is considered desirable that the facilities are affordable for all sections of the community through Pay as You Go/Green Fees pricing options. Any proposed price increase(s) in Pay as You Go/Green Fees must be notified one month in advance together with justification and rationale for same and agreed with the Contracting Authority prior to being implemented.

The Contracting Authority reserves the right at all times to refuse permission to implement any proposed price increases.

The pricing policy and associated pricing plans and course membership structure should be designed to:

- Maximise usage of the facility.
- Ensure commercial viability of the operations.
- Provide value for money for customers.
- Support local community/sporting groups and schools, including appropriate community access and sports inclusivity.

2.9.3 Grant Subsidy

The Service Level Agreement (SLA) will include conditions surrounding the payment by the Contracting Authority to the successful Operator of a proposed guaranteed minimum subsidy fee.

Payment of the subsidy fee due shall be made on a quarterly basis, one payment in advance. The fee shall fall due for payment on the commencement date of the Service Level Agreement and on a quarterly basis thereafter.

As part of the negotiation post-tender assessment, a methodology and fee for the first subsidy shall be agreed between the Contracting Authority and the Tenderer who submits the Most Economically Advantageous Tender. The first subsidy shall cover the period commencing from when the SLA takes effect to end of July 2028.

For subsidies thereafter, the formula for agreeing the negotiated subsidy will as follows:

Subsidy Value = ((A – (B – C)) x (1 + D), where:

A = Operator's Total Operational Costs in the previous fiscal year

B = Operator's Total Revenue in the previous fiscal year

C = Contracting Authority's subsidy paid in that year

D = Consumer Price Index value, as of 1 July annually, expressed as a decimal

This subsidy will be subject to **negotiation (increased/ decreased basis)** annually in July, with the first review being July 2028.

- Where the Operator's Total Operational Costs in the previous fiscal year [A] exceeds Operator's Total Revenue in the previous fiscal year excluding Contracting Authority's subsidy paid in that year [B - C] i.e., indicating a loss for that fiscal year for the Operator, the difference shall form the basis of the negotiated subsidy paid by the Contracting Authority to Operator.
- Where the Operator's Total Revenue in the previous fiscal year excluding Contracting Authority's subsidy paid in that year [B - C] exceeds the Operator's Total Operational Costs in the previous fiscal year [A] i.e., indicating a profit for that fiscal year for the Operator, no subsidy shall be paid. In addition, 10% of the profit generated shall be set aside by the Operator and put into a fund for future capital investment, with scope and date of implementation to be agreed with the Contracting Authority.

For information purposes only, refer to worked examples at Appendix 2.

It should be noted that any increases in subsidy will be subject to formal approval in the Council's annual revenue budget.

2.10 Publicity, PR, Branding

The Operator will be required to establish, develop and maintain, at their own cost, the relevant website and social media, and associated updated online information on the course, which will at all times remain in the ownership and copyright of Contracting Authority but the content of which the Operator will be responsible for. All publicity and PR shall acknowledge the Contracting Authority's ownership of the facility.

The Operator will be required to ensure any branding/signage on or within the curtilage of the facilities must be approved by Contracting Authority, and must, at the Contracting Authority's discretion, include Contracting Authority logo/branding and in accordance with the branding guidelines.

2.11 Contract Manager

The Contracting Authority requires tenderers to nominate a dedicated Contract Manager who will act as the main point of contact for the duration of the Contract. This person shall have full authority to deal with all matters in relation to the Contract and be responsible for the satisfactory delivery of the services required. The duties of the Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority and Rathbane Golf Club (or any other clubs that may utilise the facilities).
- Provide regular reports on performance as agreed with the Contracting Authority.
- Meet as and when needed to review and examine performance compared to contract requirements contained in this Call for Tender document and the Service Level Agreement.
- Deal with disputes, complaints or concerns raised.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings.
- Ensuring compliance with the health and safety requirements in the Contract and liaising with the Contracting Authority on all health and safety matters.

The Contracting Authority shall be entitled to treat any act or omission by the dedicated Contract Manager in connection with the Contract as being expressly authorised by the Operator.

2.12 Reporting

The Operator will be required to gather information on usage of the facilities and present this to the Contracting Authority monthly. The usage information should be broken down into attendances including all course and club membership categories, pay as you go/green fees, gender, golfing lessons provided, programmes delivered or any additional information as requested by the Contracting Authority.

The Operator will be required to submit an annual report to the Contracting Authority no later than mid-January of the following operating year which comprehensively details the following:

- Breakdown of usage numbers by membership category and pay as you go/green fees.
- Maintenance works of all plant, equipment, building(s) and grounds.
- Records of health and safety incidents.
- Usage of energy and water.
- Records of inspections (including statutory and non-statutory).
- Other information as deemed necessary by the Contracting Authority.

2.13 Review of Performance

The Contracting Authority will introduce performance monitoring for the duration of the Contract to ensure compliance with the terms of the Service Level Agreement. Renewal/continuation of the Contract will be subject to the following:

a) Satisfactory performance

b) Ongoing business need

It is expected that the Operator will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary.

Failure on the part of the Operator to reach agreed performance targets may result in termination of the Contract and the Service Level Agreement.

The Operator will meet the Contracting Authority and its representatives to review performance as required and at least on a quarterly basis.

2.14 Access

The facility shall be open seven days a week. The Operator should ensure that Rathbane Municipal Golf Course and all associated facilities remain fully open and accessible to the public at agreed times except in circumstances agreed with the Contracting Authority.

The Operator will be required to reasonably accommodate local sporting groups in using the facilities, including Rathbane Golf Club and its membership for whom access under licence pre-dating this Call for Tender to specific areas and facilities shall be continued.

2.15 Health and Safety

The Operator will be required to comply with Safety, Health and Welfare at Work Act 2005 and any subsequent relevant legislation. The Operator will be required to successfully complete the Contracting Authority's Health and Safety Questionnaire prior to award of a Contract.

The Operator shall be required to ensure provision of all necessary health and safety equipment, and facilities.

2.16 Insurance

The Contracting Authority will be responsible for insurance on the golf course, buildings, yards, roadways and Council owned contents only. The successful Operator shall provide the following insurances

- Employer's Liability: €12.7m any one claim or series of claims arising out of a single occurrence.
- Public Liability: €6.5m any one claim or series of claims arising out of a single occurrence.

Both insurance policies shall cover all Operator activities at Rathbane Municipal Golf Course. Both policies shall indemnify the Contracting Authority to the satisfaction of the Contracting Authority's insurers, Irish Public Bodies.

The Contracting Authority may require the Operator to vary the nature and/or amount of such insurances from time to time. The Operator shall comply with such directions.

2.17 Security

The Operator must comply with the Contracting Authority's security and other policies applying to Operators/suppliers. Compliance with the General Data Protection Regulation is required. The Operator is responsible for the physical security of their own stock and cash.

All security companies/contractors engaged by the Operator must be PSA registered.

2.18 Waste Management, Green Public Procurement

The Operator will be responsible for the removal of all refuse from the site daily or as required.

Removal shall be undertaken a contractor approved by the National Waste Collection Permit Office.

The Operator may not dispose of any waste or rubbish at the facility by burning.

The Operator shall make all necessary arrangements for the proper disposal of all chemicals as specified by Health and Safety regulations.

The Operator shall monitor and quantify on a quarterly basis the overall waste arisings and recycling rate (if applicable) for the facility. The Operator shall provide the Contracting Authority with data and identify and implement steps to improve recycling rates and reduce residual waste.

3. TENDER ASSESSMENT AND AWARD CRITERIA

3.1 Introduction

Tenderers are invited to submit tenders to be considered to enter into a Service Level Agreement.

Only tenders which are responsive to the specifications, requirements, etc. set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

Tenders returned shall be evaluated based on the award criteria being 100% Quality, with the most economically advantageous compliant tender having been determined to score the highest marks following assessment.

3.2 Submission Requirements

As the purpose of this exercise is the identification of a suitable operator for Rathbane Municipal Golf Course the level of detail required at this stage is limited to the headings below. The quality submission from each tenderer shall be categorised into the following headings:

1. Quality Assurance Measures
2. Previous and Current Experience
3. Manpower and Skills
4. Delivery Methodology
5. Draft Service Level Agreement

Further details on these criteria are contained in Appendix 3.

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the award criteria as stated above. This will enable the Contracting Authority to assess fully the extent of their offers.

3.3 Assessment

Following evaluation, tenderers will be ranked in accordance with their total score under the assessment criteria. The highest scoring tenderer will be identified as the most economically advantageous tenderer and will then be approached to proceed to the next stage of the process, formal discussion to take on the Contract, namely the operation, maintenance, management and development of Rathbane Municipal Golf Course.

Tenderers should note that they must achieve a minimum rating of 50% for each of the individual criteria above to avoid elimination from the competition.

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

0 = No Response; 20% = Poor;
40% = Mediocre; 60% = Acceptable;
70% = Good; 80% = Very Good;
90% = Excellent; 100% = Outstanding.

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

3.4 Post Tender Clarification

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

3.5 Verification

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

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

3.6 Right to Confirm Suitability

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

3.7 Award to Runner Up

If, following the award of the Contract, the successful tenderer cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the Contract to the next highest scoring tenderer emerging from the process at any time during the contract tender validity period.

This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

3.8 Competitive Procedure with negotiation (Award Criteria)

As the subject matter of this competition is considered as a Title III service within the context of Directive 2014/24/EU, where the choice of procedure is open to the Contracting Authority, the procedure chosen on this occasion is the competitive procedure with negotiation.

The Contracting Authority may exercise the option to successively reduce the number of tenderers to be invited into negotiation, following initial assessment of tenders received (and any necessary clarifications). The Contracting Authority may exclude certain tenderers following initial assessment of tenders against the award criteria, with the result that the excluded tenderer(s) will not be invited to participate in any negotiation. Such exclusion will relate to tenderers being deemed inadmissible against the award criteria.

Where negotiations take place, the Contracting Authority may negotiate all aspects of tender, and all such negotiations will be conducted with due regard to the principles of transparency and equal treatment of tenderers.

It should be noted that the Contracting Authority reserves the right to make an award decision on foot of initial tenders received, without recourse to a negotiation process.

4. INSTRUCTIONS FOR TENDERERS

4.1 Site Visits

Site visits will be facilitated and can be arranged by request through etenders messaging platform.

4.2 Closing Date for Tenders

The closing date for tender submission is specified on etenders.

It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline. Tenders that are received late or via other means will not be considered in this public procurement competition.

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

4.3 Submission of Tenders

Tenders must be submitted electronically via the eTenders facility on www.etenders.gov.ie. Only tenders submitted via this platform will be accepted.

Each tender submission must include a completed and signed Tender Response Document.

Insurance details, health and safety records, and a completed Service Provider suitability questionnaire will be required after notification of intention to award is issued.

4.4 Queries

The closing date for submitting queries is specified on etenders

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

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

4.5 Extension of the Tender Deadline

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing through etenders to all parties who have expressed an interest, no later than four (4) days before the original closing date.

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

4.6 Tender Validity Period

To allow sufficient time for tender assessment a tender validity period of two (2) months is required, this period commencing on the closing date by which the Tenders are to be returned.

4.7 Collusive Tendering

If any tendering party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its tenders, the bid submitted by such tendering party shall

be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

4.8 Confidentiality

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

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

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

4.9 Clarification of Tenders

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

4.10 Change in the composition of a Tender

Where a change in composition of a tender arises, this must be notified in writing to the Contracting Authority and formally approved by them.

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

4.11 Interference and Inducement to Purchase

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

4.12 Conflict of Interest

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

4.13 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the Contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

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

4.14 Right Not to Award

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

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

4.15 Notification of Tender Evaluations

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

Potential outcomes can be:

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

The following information will be provided in the Letter of Regret – name of successful tenderer designate; the applicable standstill period; scores of tenderers being notified and that of the successful tenderer; the features and characteristics of the successful tenderer where they scored higher marks in specific criteria.

The Contracting Authority will undertake not to award the Contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

4.16 Award Notices

Following the award of contract, an award notice will be published on etenders announcing the results of the competition.

4.17 Policy on Personal Debriefings

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

4.18 Copyright

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

4.19 Brand Names, etc.

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

4.20 Environmental Aspects

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

4.21 Knowledge and Skills Transfer

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

4.22 Currency and Payments

The currency and invoices in which payments due under the agreed contract, and which payments under the Contract will be paid, shall be euro (€).

All prices and rates quoted should be based on both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

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

4.23 Irish Legislation and Law

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

4.24 Anti-Competitive Conduct

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

4.25 Accessibility / Dignity at Work

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

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

4.26 Withholding Tax

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to

reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

4.27 Freedom of Information

Tenderers should note that all information is subject to the provisions of the Freedom of Information Act.

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

Tenderers are asked to consider if any of the information supplied by them in response to this call for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity.

The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered because of such disclosure.

4.28 Late Payment

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

4.29 Data Protection

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

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

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

APPENDIX 1: MAINTENANCE SPECIFICATION

The Operator shall be responsible for all maintenance, this includes all routine, preventative and reactive maintenance, repair, servicing, replacement and upkeep of the course and facilities of Rathbane Municipal Golf Course.

The Operators responsibilities shall include, but not be restricted to, repair, maintenance, servicing and replacement as necessary including elements in the following non exhaustive list.

Golf Course:

a. mowing;
b. grass cutting;
c. aeration;
d. scarification;
e. fertilisation;
f. weed control;
g. pest management;
h. reseeding;
i. turf management;
j. divot repair;
k. bunker maintenance;
l. tee maintenance;
m. green maintenance;
n. fairway maintenance;
o. rough maintenance;
p. drainage;
q. irrigation;
r. tree and vegetation management;
s. hedge maintenance;
t. pathways;
u. signage;
v. course furniture;
w. bins and waste facilities; and
x. general grounds maintenance.

Buildings

The Operator shall maintain (including all fixtures and fittings) the following:

a. clubhouse;

b. changing rooms;
c. toilets;
d. offices;
e. kitchen;
f. maintenance buildings;
g. storage facilities;
h. plant rooms;
i. car parks, paths and access roads;
j. external lighting;
k. doors and windows;
l. plumbing and heating installations;
m. electrical installations (including PV panels as applicable);
n. drainage and sewer installations (internally and externally);
o. ventilation installations including air-conditioning;
p. Fire alarm and emergency lighting installations;
q. other building services as applicable;
r. internal and external decoration/redecoration as required, including washing down any decorated surfaces in lieu of redecoration;
s. electric gate at entrance / exit on Bawnmore Road;
t. electronic shutters (as applicable); and
u. security grilling/panels (as applicable)

Equipment and Machinery

For equipment and machinery, the Operator shall be responsible for:

a. servicing;
b. repair;
c. replacement;
d. safe storage;
e. statutory inspections and non-statutory inspections;
f. maintenance schedules and records;
g. preventative maintenance schedules and records; and
h. appropriate disposal of obsolete machinery.

APPENDIX 2: GRANT SUBSIDY WORKED EXAMPLE

As noted in the main body of this document, for subsidies after the first subsidy, the formula for agreeing the negotiated subsidy will as follows:

Subsidy Value = ((A – (B – C)) x (1 + D), where:

- A = Operator's Total Operational Costs in the previous fiscal year
- B = Operator's Total Revenue in the previous fiscal year
- C = Contracting Authority's subsidy paid in that year
- D = Consumer Price Index value, as of 1 July annually, expressed as a decimal

Example 1

Where the Operator's Total Operational Costs in the previous fiscal year [A] exceeds Operator's Total Revenue in the previous fiscal year excluding Contracting Authority's subsidy paid in that year [B – C] i.e., indicating a loss for that fiscal year for the Operator, a possible subsidy could be calculated as follows – assuming the following values:

- A = €100,000
- B = €50,000
- C = €30,000
- D = 3.5% i.e., 0.035

Loss made = (100,000 – 50,000 – 30,000) = €20,000

Subsidy Value = ((100,000 – 50,000 – 30,000)) x (1 + 0.035) = (20,000) x (1.035) = **€20,700**

Example 2

Where the Operator's Total Revenue in the previous fiscal year excluding Contracting Authority's subsidy paid in that year [B - C] exceeds the Operator's Total Operational Costs in the previous fiscal year [A] i.e., indicating a profit for that fiscal year for the Operator, no subsidy shall be paid.

In addition, 10% of the profit generated shall be set aside by the Operator and put into a fund for future capital investment, with scope and date of implementation to be agreed with the Contracting Authority. A possible contribution to this fund could be calculated as follows – assuming the following values:

- A = €100,000
- B = €100,000
- C = €30,000
- D = 3.5% i.e., 0.035

Profit generated = (100,000 – 100,000 – 30,000) = -€30,000 i.e., €30,000 in favour of Operator

Subsidy Value = €0

Amount to be set aside by the Operator for future capital investment = 10% x €30,000 **= €3,000**

APPENDIX 3: QUALITY SUBMISSION CRITERIA

Criteria for Assessment	Information Required	Maximum Marks	Minimum Marks Required (50%)
1. Quality Assurance Measures	A written statement (a maximum of three A4 pages) where the applicants (in the case of a grouping, each group member) must demonstrate that they have adequate measures in place to ensure the delivery of a quality service for the proposed contract.	100 marks	50 marks
2. Previous and Current Experience	A written statement (a maximum of four A4 pages) describing the applicants (in the case of a grouping, each group member) must demonstrate that, within the last five (5) years, they have managed or are managing comparable facilities of a similar nature and scale. To this end, tenderers are required to nominate two (2) referees for similar contracts that Contracting Authority may at its discretion contact directly on a confidential basis and without further reference to the Tenderer. Equally, any other information objectively available to the client may be used in assessing this criterion.	250 marks	125 marks
3. Resources and Skills	A written statement (a maximum of three A4 pages) setting out the applicant's evidence of their capacity to manage and operate with the appropriate levels and ranges of manpower resources considered appropriate to operate a facility of this type, in the following areas. 1) General Management 2) Administration/finance 3) Growing and developing the resource 4) Growing participation in the game of golf and related activities 5) Maintenance 6) Reporting and Record Keeping This statement shall nominate the Tenderer's dedicated Contract Manager, who will act as the main point of contact for the duration of the Contract, along with detail as to how the nominated person will comply with the requirements of Clause 2.11 of this Call for Tender document.	200 marks	100 marks

Criteria for Assessment	Information Required	Maximum Marks	Minimum Marks Required (50%)
4. Delivery Methodology	A written statement (a maximum of five A4 pages) setting out the applicant's delivery method to operate and manage Rathbane Municipal Golf Course and all its facilities, to include the following: • How the Tenderer will aim to meet the objectives of plans and policies outlined in this document through its delivery of programmes and/or projects, including the Mayoral Programme and the National Sports Policy 2018 to 2027 • How the Tenderer will harness the presence of and legacy of the Ryder Cup 2027, Junior Ryder Cup 2027 and Golf for the Disabled (G4D) match being in Limerick for the benefit of Rathbane Municipal Golf Course • How the Tenderer will position the course to achieve the optimum level of funding available under Golf Legacy Infrastructure Investment Programme 2026-2030 and similar schemes such as the Large Scale Sports Infrastructure Fund • Methodology relating to establishing a preventative maintenance programme • Health and Safety Policies • How the Tenderer will support and implement environmental and sustainable efficiencies in its practices and in the delivery of this Service • Community engagement and social inclusion • Engagement with Golf Ireland • Engagement with Rathbane Golf Club	200 marks	100 marks

Criteria for Assessment	Information Required	Maximum Marks	Minimum Marks Required (50%)
5. Draft Service Level Agreement (SLA)	Tenderers are required describing to provide a proposed Draft Service Level Agreement (a maximum of 10 A4 pages) which will describe in detail how they propose to address execution and performance monitoring of the Contract. At a minimum, the proposed SLA should include reference to the following aspects: • Service delivery • Relationship management, including engagement with Rathbane Golf Club • Communications plan • The key performance indicators that will be measured and reported on • Financial and management reporting • A proposed methodology/formula, logic and fee for the first subsidy to cover the period commencing from when the SLA takes effect to end of July 2028 • Proposals for assuring the ongoing provision of an efficient and cost-effective service • Staffing, personnel • Alterations to the course • Health and Safety obligations • Insurance and indemnity • Termination • Dispute resolution Any additional information other than the Tender Response Document such as presentations, tables, graphics, or charts, is NOT permitted in response to the award criteria. This includes brochures unless sought in the RFT. Any such information submitted will NOT be considered.	250 marks	125 marks
Total Marks		**1000 marks**	