National Transport Authority
Request for Tenders
Ryder Cup Passenger Transport Services
Lot 1D: Park & Ride Shuttle Services Route 4
Croagh South to the Event Site at Adare Manor

Tender Issue Rev. 1.0

National Transport Authority

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D07 CF98

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1. 1.0 INTRODUCTION

1.1 Important Notice

This Request for Tender ("Instructions") have been prepared for the purpose of providing certain information to entities invited to submit Tenders in this competition for the services described therein to be provided to the National Transport Authority (the "Authority"). In no circumstances shall the Authority, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of these Instructions. Any costs associated with the submission of a Tender are the sole responsibility of the Tenderer and will not be reimbursed.

These Instructions are being made available by the Authority to Tenderers on the terms set out in these Instructions. These Instructions are not being distributed to the public nor have they been filed, registered or approved in any jurisdiction. Their possession or use in any manner contrary to any applicable law is expressly prohibited. Tenderers shall inform themselves concerning and shall observe any applicable legal requirements. The Authority is not making any representations and is giving no warranties or indemnities of any nature, as to the applicability or otherwise of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003. No reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the Authority nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that such information or statements will remain unchanged.

The information does not purport to be comprehensive or to have been independently verified.

The Authority reserves the right to amend these Instructions, their requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

Nothing in these Instructions is, nor shall be relied upon as, a promise or representation as to the ultimate decision of the Authority in relation to the award of the contract for the Services (the "Contract"). The Authority reserves the right to take such steps in respect of the competition as are considered appropriate, including (but not limited to):

- Changing the basis of, or the procedures (including the timetable) relating to, the tender process;
- Rejecting any, or all, of the Tenders;
- Not inviting a Tenderer to proceed further;
- Not furnishing a Tenderer with additional information; or
- Abandoning the competition.

Nothing contained in these Instructions is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of these Instructions cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

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Neither the Authority nor its respective advisers, servants and/or agents accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services. No legal relationship or other obligation shall arise between the Tenderers and the Authority unless and until the Contract has been formally executed in writing by the Authority and the successful Tenderer or a letter of acceptance has been issued to the successful Tenderer and any conditions precedent to the effectiveness of such documents have been fulfilled. The Authority shall not be obliged to appoint any of the Tenderers to undertake the Services and the Authority reserves the right not to proceed with the award process and to withdraw from the process at any time. No contract to be entered into with the successful Tenderer will contain any representation or warranty in respect of these Instructions.

These Instructions are confidential and personal to each Tenderer. For further information please refer to Section 6.6 below.

In this Important Notice, references to these Instructions include all information contained in it, its accompanying documentation, and opinions made available during the tender period by or on behalf of the Authority, its advisers, contractors, servants and/or agents in connection with these Instructions or the Services including, without limitation, the information made available in response to any queries.

Irish law is applicable to these Instructions. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from these Instructions.

Each Tenderer's acceptance of delivery of these Instructions constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

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2. BACKGROUND

2.1 National Transport Authority

The National Transport Authority is a statutory non-commercial body, which operates under the aegis of the Department of Transport. It was established on foot of the Dublin Transport Authority Act 2008.

While it was originally conceived as a transport authority for the Greater Dublin Area under the 2008 Act, it was renamed the National Transport Authority in the Public Transport Regulation Act 2009 ("2009 Act"). The 2009 Act, the Taxi Regulation Acts 2013 and 2016, the Vehicle Clamping Act 2015 and various Statutory Instruments have greatly extended the Authority's functions and geographic remit. There remain some specific additional functions in respect of infrastructure and the integration of transport and land use planning in the Greater Dublin Area, reflecting the particular public transport and traffic management needs of the Eastern region of the country comprising approximately 40% of the State's population and economic activity.

During 2013 the Authority's taxi regulation functions continued to be governed by the Taxi Regulation Act 2003 pending the making of a Ministerial Order under the Taxi Regulation Act 2013 providing for the repeal of the 2003 Act and the commencement of the provisions of the 2013 Act.

In broad terms, the Authority's statutory functions can be summarised as follows:

National (including the Greater Dublin Area)

- Procure public transport services by means of public transport services contracts;
- Provide integrated ticketing, fares and public transport information;
- Develop an integrated, accessible public transport network;
- License public bus passenger services that are not subject to a public transport services contract;
- Manage the Rural Transport Programme and the successor structure of Transport Co-ordination Units;
- Provide bus infrastructure and fleet and cycling facilities and schemes;
- Develop and implement a single public transport brand;
- Develop and maintain a regulatory framework for the control and operation of small public service vehicles (taxis, hackneys and limousines) and their drivers;
- Prepare statutory submissions on Regional Planning Guidelines;
- Collect statistical data and information on transport;
- Enforce EU passenger rights in rail, maritime and bus and coach transport;
- Validate EU authorisations and journey forms in relation to bus and coach travel in accordance with EU Regulation No. 1073/2009; and
- Operate as the national conciliation body for electronic toll service providers.

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Greater Dublin Area alone

- Undertake strategic planning of transport;
- Invest in all public transport infrastructure; and
- Develop the effective management of traffic and transport demand.

In addition to its statutory functions the Authority also undertakes a number of functions on behalf of the Department of Transport on a non-statutory basis. The non-statutory functions include:

- Planning and funding of sustainable transport projects in the regional cities of Cork, Galway, Limerick and Waterford;
- Administration of the Smarter Travel Workplaces programme;
- Management of the Green Schools Travel programme; and
- Provision of accessibility funding to transport operators and other relevant bodies.

The Authority is governed by a Board of up to twelve members appointed by the Minister for Transport. Three positions on the Board are *ex officio* positions reserved for the Chief Executive, another senior manager of the Authority, and the Dublin City Manager.

Board members may be appointed for a period of up to five years and may be re-appointed. However, Board members may serve a maximum of ten years. This restriction does not apply to the *ex officio* members who stand appointed for as long as they occupy the relevant position.

The role of the Advisory Committee on Small Public Service Vehicles is to provide advice to the Authority or the Minister for Transport, as appropriate, in relation to issues relevant to small public service vehicles and their drivers.

Members of the Advisory Committee are appointed by the Minister for Transport.

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2.2 Defined Terms

In these Instructions:

Contract	Means the contract to be entered into between the successful Tenderer and the Authority;
Instructions	Means this Request for Tender and other information (as may be amended by the Authority);
Draft Contract	Means the form of the Contract included in Appendix II which is subject to completion with details of relevant parties and Tender information;
Main Elements	Means the elements of Section A of the TRD in respect of which Tenderers are required to nominate a Service Provider;
Operator	Means a successful Tenderer with whom the Authority will enter into a Contract for the provision of the Services;
Pricing Submission	Means the submission being made by the Tenderer in respect of its costs to provide the Services (comprising the Tenderer's response in relation to the Tender Pricing Form);
Services	Means the Services to be performed under the Contract;
Service Provider	Means any entity which will actually carry out one or more of the Main Elements of works and/ or services to be included in the Contract. A Service Provider may be a Tenderer, a Tenderer Member (where the Tenderer is a group) or a proposed sub-contractor.
Tender	Means the tender submitted by the Tenderer in response to these Instructions comprising the completed Tender Submission and the Pricing Submission and any other evidence required by these Instructions;
Tender Fee	Means the amount denoted as such in the Tender Pricing Form template.
Tender Response Document	Means the document to be completed and submitted by Tenderers as part of the Tender Submission
Tenderer	Means any person who has submitted a Tender in response to these Instructions;
Working Day	Means any day (other than a Saturday or a Sunday) that banks are generally open for business in Dublin.

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3. SPECIFICATIONS OF SERVICE REQUIREMENTS

3.1 Overview

This Section details the Services required of the successful Tenderer. The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change. The expected term of the contract will be in the contract.

The 2027 Ryder Cup is due to take place in Adare Manor in Limerick in September 2027. The Authority is responsible for the provision of certain passenger transport services for the Event. The passenger transport services are required between Tuesday 14th September 2027 and Sunday 19th September 2027.

3.2 Park and Ride Lots

The NTA is tendering four separate passenger transport services Contracts (Lots 1A, 1B, 1C & 1D), These services will operate from the four (4) Park and Ride sites to the Event site at Adare Manor:

- Lot 1A: Park and Ride Shuttle Services Route 1, operating between Limerick Racecourse P&R 1 and Adare Manor Passenger Bus Terminal East. Approximate one-way distance: 8.8 km.
- Lot 1B: Park and Ride Shuttle Services Route 2, operating between Collopy's Cross P&R 2 and Adare Manor Passenger Bus Terminal East. Approximate one-way distance: 7.2 km.
- Lot 1C: Park and Ride Shuttle Services Route 3, operating between Croagh North P&R 3 and Adare Manor Passenger Bus Terminal West. Approximate one-way distance: 5.0 km.
- Lot 1D: Park and Ride Shuttle Services Route 4, operating between Croagh South P&R 4 and Adare Manor Passenger Bus Terminal West. Approximate one-way distance: 5.2 km

Tenderers may submit tenders in respect of one or more of Lots 1A, 1B, 1C and 1D ensuring that each separate Tender Submission includes the completion of all tender return documents required under the relevant lot. There is no restriction on how many lots may be awarded to one Tenderer.

The NTA intends to evaluate each of the four Lots separately. NTA will provisionally identify the most economically advantageous Tender by reference to the Tender responses to each individual Lot. However, insofar as a Tenderer is identified provisionally as the most economically advantageous Tender for more than one Lot as between Lots 1A, 1B, 1C and 1D, the NTA will then proceed to validate whether the Tenderer in question meets the relevant **cumulative** turnover criterion (Criterion B.1) **and** a cumulative (and modified) Relevant Experience requirement (modified Criterion B.5) for all of the Lots in respect of which it has been identified as the most economically advantageous tender.

The Turnover requirements for all Lots is reproduced below:

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3.2.2 Lot 1A Park and Ride Shuttle Services: Three million five hundred thousand euro (€3,500,000) excluding VAT;

- Lot 1B Park and Ride Shuttle Services : One million five hundred thousand euro (€1,500,000) excluding VAT;
- Lot 1C Park and Ride Shuttle Services: One million five hundred thousand euro (€1,500,000) excluding VAT; and
- Lot 1D Park and Ride Shuttle Services: One million five hundred thousand euro (€1,500,000) excluding VAT;

With regard to Relevant Experience, NTA notes that Criterion B.5 is assessed holistically by reference to the similarity of the reference projects, and that inclusion of one or more projects which do not meet the relevant parameters will not necessarily lead to an automatic "fail" or elimination from the Competition in relation to the assessment of each individual Lot. However, for the purposes of the cumulative check where a Tenderer is identified as MEAT in more than one Lot, NTA intends to apply this threshold more strictly. NTA therefore requires, for the purposes of the test envisaged by this section 3.2, that the tender demonstrate either through (a) one single project or (b) cumulatively through two projects where these two projects are operated by (i) two different entities[1] or (ii) simultaneously over a period of time by one entity, experience of carrying the cumulative passenger number and the operation of the cumulative passenger number and PVR requirements of each Lot for which the Tenderer has been identified as provisional MEAT. The previous experience requirements are reproduced below:

- (LOT 1A) Ten thousand (10,000) passengers daily in each direction and the operation of a minimum of sixty-five (65) passenger vehicles (bus and/or coach) daily for (a) a sporting, cultural or public event **or** (b) for a public transport service.
- (Lot 1B) Four thousand five hundred (4,500) passengers daily in each direction and the operation of a minimum of twenty (20) passenger vehicles (bus and/or coach) daily for (a) a sporting, cultural or public event or (b) for a public transport service.
- (Lot 1C) Three thousand five hundred (3,500) passengers daily in each direction and the operation of a minimum of fourteen (14) passenger vehicles (bus and/or coach) daily for (a) a sporting, cultural or public event or (b) for a public transport service.
- (Lot 1D) Four thousand five hundred (4,500) passengers daily in each direction and the operation of a minimum of twenty (20) passenger vehicles (bus and/or coach) daily for (a) a sporting, cultural or public event or (b) for a public transport service.

For example, if a Tenderer is provisionally identified as having submitted the most economically advantageous tender in respect of both Lot 1A and Lot 1B, the NTA will then verify that the Tenderer:

[1] Where both entities will carry out the bussing operations under the contracts.

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- has Turnover of €5,000,000 (five million euro) averaged over the most recent 3 financial years (representing the combined minimum turnover for Lot 1A and the minimum turnover for Lot 1B) and

- has demonstrated previous experience either through one or two projects (as outlined above) of carrying fourteen thousand five hundred (14,500) passengers daily in each direction, and the operation of a minimum of eighty-five (85) passenger vehicles (bus and/or coach) daily for (a) a sporting, cultural or public event or (b) for a public transport service.

If the Tenderer satisfies this cumulative test, it will be appointed to both Lot 1A and Lot 1B.

If the Tenderer does not satisfy the cumulative turnover test in respect of all Lots for which it is provisionally identified as MEAT, it will be appointed to only the Lot(s) in respect of which it does meet the cumulative requirements. NTA will allocate the Lots for each provisionally identified MEAT sequentially, starting with Lot 1A.

For example, if a Tenderer which has been identified as MEAT in respect of Lot 1A and Lot 1B has average turnover of only €4,000,000 (four million euro), and therefore individually meets the minimum turnover requirement for each of Lot 1A and Lot 1B, but does not meet the cumulative turnover requirement for both (irrespective of whether it meets the cumulative Previous Experience requirements), it will be appointed as the successful tenderer for Lot 1A and its Tender will deemed to be withdrawn from consideration from Lot 1B.

Similarly, if a Tenderer is provisionally identified as MEAT in respect of Lot 1B, Lot 1C and Lot 1D, but its largest previous project or two projects (where applicable) demonstrate(s) only a passenger volume of nine thousand (9,000) daily passengers (which is below the cumulative passenger volume requirement of 12,500 for the three Lots together), it will be appointed to Lot 1B and Lot 1C, but its Tender will be deemed to be withdrawn from consideration from Lot 1D (irrespective of whether it meets the cumulative turnover requirements).

Finally, if a Tenderer is provisionally identified as the MEAT in respect of Lot 1A, Lot 1C and Lot 1D, but has average turnover of only €6,000,000 (six million euro) (which is below the cumulative turnover requirement of €6,500,000 for the three Lots together), it will be appointed to Lot 1A and Lot 1C, but its Tender will be deemed to be withdrawn from consideration from Lot 1D.

Where a provisionally identified MEAT is withdrawn from a Lot by virtue of the mechanism in this section 3.2, NTA will recalibrate the pricing scores awarded to each of the remaining Tenders to cater for the impact of the withdrawal of the relevant Tenderer. Any quality scores will remain unchanged. A new provisional MEAT will then be identified for the remaining Lots.

NTA may repeat the process described in this section 3.2 as often as necessary until all a successful tenderer is identified for all Lots.

3.3 Scope of Services

The scope of the Services required for each of Lot 1A, Lot 1B, Lot 1C and Lot 1D, principally requires the operation of passenger transport services between one of the four (4) Park and Ride sites and the Adare Manor event site, as outlined above in 3.2, for six (6) days of the Ryder Cup event in 2027 (“the Event”). It is anticipated that up to 30,000 passengers in total could require transportation between all the Park and Ride sites and the Event site daily. The

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passengers requiring transportation from the different Park and Sites are likely to be distributed as follows:

- Lot 1A Park and Ride services: up to c. 13,500 passengers;
- Lot 1B Park and Ride services: up to c. 6,000 passengers;
- Lot 1C Park and Ride services: up to c. 4,500 passengers; and
- Lot 1D Park and Ride services: up to c. 6,000 passengers;

The remainder of this RFT applies to Lot 1D only.

An overview of the Services for Lot 1D is given in Appendix 1.

3.4 Specifications of Service Requirements

The specification of the Services is set out in the draft Contract. Tenderers should ensure they are familiar with the requirements therein.

3.5 Commissioning Work

The Authority reserves the right not to commission any assignments under the contract, depending on its particular requirements.

3.6 Invitation to Tender

Suitable companies are now invited to tender to undertake this work in accordance with the terms of these Instructions. Following consideration of submissions, the Authority may at its discretion award the contract to the company submitting the most economically advantageous tender. The Authority will evaluate Tenders based on the criteria set out in section 7 of these Instructions. Tenderers may be required to make a presentation relating to their proposal at an Authority-nominated date, time and venue. The Authority proposes to conclude a contract with the Tenderer who has submitted the most economically advantageous tender when assessed in accordance with the evaluation criteria. If the Authority is unable to conclude a contract with this Tenderer, the Authority reserves the right to revert to the next highest ranked Tenderer, seriatim, and seek to conclude a contract with that Tenderer.

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4. ADMINISTRATIVE REQUIREMENTS

4.1 Overall Approach

The Authority intends, following this tender process, to enter into a contract for the delivery of the Services (but does not bind itself to do so).

4.2 Procedure

Tenderers are invited to submit Tenders in accordance with these Instructions following which the Authority will, subject to its rights and discretions as set out in these Instructions, assess the Tenders submitted and proceed to award the Contract.

4.3 Deadline for Receipt of Tenders

The deadline for receipt of Tenders is 12:00 noon **Wednesday 6th January 2027** The onus is on Tenderers to ensure their Tender has been received prior to the specified deadline and are advised that the eTenders post-box facility automatically shuts down after that Deadline for Receipt of Tenders has passed. Only in exceptional circumstances outside the control of the Tenderer will Tender Submissions received after the relevant Deadline for Receipt of Tenders be admitted, and this will be entirely at the discretion of the Authority.

4.4 Delivery of Tenders

Tenderers shall submit an electronic copy submission for Lot 1D which should be submitted via the electronic inbox available on www.etenders.gov.ie.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Deadline for Receipt of Tenders as defined in paragraph 4.3. The size of the total combined documents sent to the electronic inbox should not exceed 100MB. To submit the Tender documents to the electronic inbox, you must click "Submit" after ensuring that the visual indicator shows 100% completion. A successful Tender submission will be confirmed by five (5) green tick marks; non-conformant tenders will not be accepted showing red tick marks. After successful submission, Tenderers can re-send their response until the response deadline. After the response deadline, Tenderers should be aware that they will no longer be able to submit their Tender.

The Form of Tender contained in the Tender Response Document must be submitted with the Tender for each Lot. This form must be completed and signed in ink or by electronic signature software by a person authorised to bind the Tenderer. The Tender for each Lot shall be signed or sealed in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts. The name of each person signing shall be typed or written in block capitals below his/her signature. The official capacity or authority of the persons signing shall also be shown. No additional items shall be inserted in the Form of Tender and no alterations may be made to the Form of Tender.

4.5 Tendering Costs

Tenderers shall bear all costs associated with the preparation and submission of their Tenders. The Authority shall not be responsible and/or liable to pay for any costs, expenses or losses whatsoever which may be incurred by the Tenderer in the preparation or submission of its Tender or in relation to any interviews, presentations, clarifications or additional information associated with the evaluation of submitted Tenders that may arise following submission, or otherwise arising from participation in the tender process, regardless of the conduct or outcome of the tender process.

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The Authority does not undertake to accept any Tender and the Authority may cancel the process at any time prior to a contract being entered into.

4.6 The Tender Submission

All Tenders, supporting documents and correspondence will be required to be in English. In circumstances where an original document, which is to form part of the Tender or correspondence with the Authority, is not in the English language, the Tenderers must provide an accurate English translation together with a copy of the original document. In the event of any discrepancy or difference between various languages, the version in the English language shall prevail.

The working language of the project will be English. Tenderers should be precise and succinct in their submissions. The Authority will not consider pages beyond the specified limit in the Technical Award Criteria.

4.7 Validation of Tenders

Tenders will be examined initially for completeness and compliance with these Instructions. Tenders which are not eliminated following this step will be assessed in accordance with the provisions of section 7 of these Instructions.

4.8 Pricing

The Tender Pricing Form must be completed by all Tenderers. Failure to complete this schedule in full and to quote on this basis may result in a Tenderer's proposal being excluded from consideration.

In addition, Tenderers are required to submit a Financial Memorandum, the form which is described in Appendix VII of theses Instructions.

4.9 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer in a Tender was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Authority as soon as it becomes aware of this. The Authority reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the Tenderer from further participation in the procurement process.

If it comes to the Authority's attention that:

- there has been a change in circumstances concerning a Tenderer that could affect the assessment of that Tenderer's Tender or a decision that the Tenderer has qualified to have its Tender assessed; or
- information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

the Authority may (but is not required to) revise its assessment of the Tenderer's Tender or whether that Tender can be included in the evaluation on the basis of the information then available to the Authority.

4.10 Non-compliant Tenders

Tenders must not be qualified in any way but must be submitted in accordance with these Instructions. Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. The Authority's decision on whether a Tender is compliant will be final.

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If a Tender fails to comply in any respect with the requirements set out in these Instructions, the Authority shall be entitled (but shall not be obliged) to take such action as it considers appropriate, including (but not limited to):

- rejecting the relevant Tender as non-compliant;
- without prejudice to the Authority's right to reject the Tender:
  - meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender;
  - requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;
  - waiving a requirement which, in the Authority's opinion is minor or procedural; and or
  - amending the relevant requirements of these Instructions and inviting Tenderers to adjust their Tenders on the basis of such revised requirement,

provided however that no amendment and/or change to a requirement of these Instructions, shall be permitted if, in the opinion of the Authority, the amendment and/or change, if accepted, would constitute a material amendment and/or change to the Authority's requirements.

4.11 Grounds for Exclusion

Subject always to the provisions of Article 57 of Directive 2014/24/EU and Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016):

1. If any of the conditions set out in Articles 57(1) or 57(2) (first paragraph) of Directive 2014/24/EU or Regulations 57(1) or 57(3) of the 2016 Regulations apply to the Tenderer (or any Tenderer Member, in the case of a group), the Tenderer shall be excluded from the competition;
2. If any of the conditions set out in Articles 57(2) (second paragraph) or 57(4) of Directive 2014/24/EU or of Regulation 57(4) or 57(8) of the 2016 Regulations apply to the Tenderer (or any Tenderer Member, in the case of a group), the Tenderer may be excluded from the competition.

The Tenderer (and each Tenderer Member, in the case of a group) must provide a declaration in this respect in their completed ESPD. Any Tenderer which is in one of the situations referred to above is invited to provide details of any factors or circumstances which it believes are relevant to the Authority's assessment of these grounds for exclusion. For example, where a Tenderer is in one of the situations referred to above but has taken measures which it believes are sufficient to demonstrate its reliability, such Tenderer may provide evidence of such measures to NTA for consideration in accordance with Regulation 57(12) – (18) of the 2016 Regulations.

Entities being relied upon as described in section 6.8 of these Instructions and any subcontractors proposed in respect of the contract, must also complete the ESPD. Subject again to the provisions of Article 57 of Directive 2014/24/EU and Regulation 57 of the 2016 Regulations, and provided the Authority is satisfied that it is otherwise compliant with law to do so:

1. to the extent that any of the grounds listed in Regulations 57(1) or 57 (3) of the 2016 Regulations or Articles 57(1) or 57(2) of Directive 2014/24/EU applies to such entity/subcontractor, the Authority shall require that the Tenderer replaces such entity/subcontractor with another entity/subcontractor to whom the grounds do not apply;

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2. to the extent that any of the grounds listed in Regulations 57(8) of the 2016 Regulations or Article 57(4) of Directive 2014/24/EU applies to such entity/subcontractor, the Authority may require that the Tenderer replaces such entity/subcontractor with another entity/subcontractor to whom the grounds do not apply.

In the event that the entity/subcontractor cannot be replaced with another entity/subcontractor to whom the grounds do not apply (including where the Authority concludes that to permit such replacement would be contrary to law), the Authority reserves the right to eliminate the Tenderer from the Competition.

The Authority may require the Tenderer, (and each Tenderer Member, in the case of a group), any entities relied upon and any sub-contractors to provide the Declaration in respect of the Grounds for Exclusion set out in Regulation Article 57 of Directive 2014/24/EU in Appendix V of these Instructions at any time during the competition.

4.12 Sanctions

The Authority reserves the right to exclude any Tenderer from the competition should the Authority be of the view that entry into any contract with such Tenderer (bearing in mind any consortium members, entities relied upon or subcontractors) be contrary to any applicable law or regulation, including any applicable sanctions regime. Tenderers are required to disclose in their Tender any issues giving rise to possible sanctions application.

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5. INFORMATION AND COMMUNICATIONS

5.1 Amendments and/or Clarifications

If the Authority is of the opinion that a clarification of and/or amendment to these Instructions and/or additional information is required to be issued then the Authority shall be entitled to make any such clarification of and/or amendment to these Instructions and/or issue such additional information.

5.2 Communications and Queries

Tenderers may **not** address queries to, or communicate with, the Authority other than in the manner provided for in this section 5. All enquiries regarding any element of this request to participate must be forwarded to the Authority **via the eTenders website (Question and Answer function)** at www.etenders.gov.ie.

Queries may not be made verbally or by any other means and canvassing will disqualify.

Queries must be received by the Authority not later than the closing date for receipt of queries although the Authority reserves the right to respond to queries raised after that date. It is the Tenderer's responsibility to ensure that all queries are received by the Authority by this deadline. Such queries and /or requests should be submitted not later than **ten (10) days** prior to the date for return of Tenders. Any communication shall state clearly the contract to which it refers:

"**Ryder Cup Passenger Transport Services – Lot 1D Park and Ride Shuttle Services**"

Queries from tenderers will be accumulated and answers, where appropriate, will be sent simultaneously to all tenderers to ensure that all tenderers have the same opportunity to respond. The Authority will, if appropriate, circulate copies of all queries submitted pursuant to this section 5, together with the Authority's responses thereto, to all tenderers by posting the responses to the queries via the Irish Government's e-tenders website; namely, www.etenders.gov.ie. Accordingly, it is critical that tenderers record their interest in this request via the www.etenders.gov.ie website. Otherwise, a Tenderer may not receive a breakdown of queries submitted, together with the Authority's responses thereto.

The Authority will endeavour to respond to all reasonable queries/requests received prior to the closing date for receipt of queries but does not undertake to respond to all queries/requests received. The Authority may, at its absolute discretion, respond to queries received after that date.

The Authority reserves the right to respond separately to a Tenderer's query if, in the Authority's absolute opinion, the response is particular to that particular Tenderer.

The Authority does not accept responsibility for any communications issued by it, which are missed or not received by tenderers, or for communications issued by tenderers, which are not received by the Authority.

5.3 Information Session

It is intended that a short online briefing session for Tenderers will be held during the initial period of the competition. The Authority will provide an overview of the procurement process during this session. The date of the information session will be confirmed via eTenders and Tenderer's will be required to register their interest in attending through the eTenders messaging function.

The information session will not be recorded, and Attendee's must not record or transcribe the session in any way. Additionally, the session is not intended to be a question and answer forum.

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Any queries should be submitted through the eTenders platform in accordance with the clarification procedure set out in Section 5.2 above.

A maximum of two (2) representatives from each interested Tenderer may attend the briefing session. To register for access to the session, please submit the following information via eTenders no later than 12 noon on **Wednesday 2nd December 2026:**

- Attendee name;
- Attendee's role; and
- Attendee's email address.

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6. GENERAL PROVISIONS

6.1 Consortia

Where the successful Tenderer is a consortium of firms/partnerships, it is anticipated that each member of the consortium will be required to be jointly and severally liable for the performance of the Services, although the Authority reserves the right to require the Tenderer to contract on a different basis, such as a lead contractor with a number of sub-contractors.

6.2 SME Participation

It is the Authority's policy to promote the participation of Small and Medium-sized Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore opportunities to form partnerships or other collaborative arrangements with other SMEs or larger enterprises in order to meet any financial, economic, or technical capacity requirements of the competition.

Tenderers may comprise individuals, partnerships, limited companies, consortia, or any combination of the foregoing, whether or not they have separate legal personality. However, if a consortium or other grouping is successful, it will be required to establish an appropriate legal entity in order to enter into the Contract.

Tenderers are reminded that (in accordance with section 6.9 of these Instructions) they may rely on the resources of other entities to demonstrate compliance with the selection criteria provided that they can satisfy the Authority that those resources will be available to them when required.

Where a Tenderer is a consortium or joint venture, it must ensure that all relevant information is provided and, where necessary, that the information requested is submitted separately for each member. Relevant information includes any resources on which the Tenderer relies to meet the selection criteria (for example, turnover, personnel, or relevant experience) and/or to deliver the Contract.

The consortium or joint venture must appoint a single point of contact who will assume overall responsibility for contract delivery and who is authorised to enter into and sign the Contract on behalf of all consortium members. The Authority will not act as an arbitrator in any dispute between members of a consortium or joint venture.

6.3 Freedom of Information Act Requirements

The Authority is subject to the provisions of the Freedom of Information Acts. Therefore, where Tenderers consider any information, they provide in the course of this competition to be commercially sensitive or confidential in nature, the Authority shall be so advised and the reasons specified. The nature of the documentation may then be taken into account by the Authority in considering requests, if any, for access to such information under the Freedom of Information Acts.

Tenderers shall note, on conclusion of the Contract, that the Contract and associated documents will be open to public examination to the extent required by the Freedom of Information Acts or any act amending or replacing it.

The statutory requirements of the Freedom of Information Acts will, in all circumstances, supersede all the stated requirements of the various parties.

6.4 Conflict of interest

Any conflict of interest or potential conflict of interest must be fully disclosed to the Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or

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potential conflict of interest, the Authority shall, in its absolute discretion, decide on the appropriate course of action.

Without prejudice to the foregoing, any registrable interest, involving the Tenderer and the Authority, members of the Board of the Authority, members of the Government, members of the Oireachtas or employees of the Authority or their relatives must be fully disclosed in the Tender, or should be communicated to the Authority immediately **upon** such information becoming known to the Tenderer, if later. The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act 1995.Tender Validity Period

It is a condition of submission of a Tender that such Tender remains open for acceptance by the Authority for the period set out in the Form of Tender.

6.5 Tax Clearance

It is a pre-condition to award of the Contract that the successful Tenderer shall provide the Authority with a valid current Tax Clearance Certificate and evidence that the insurance required under the Contract is in place in accordance with the insurance requirements.

6.6 Insurance Requirements

Tenderers attention is drawn to Schedule 9 (*Required Insurances*) of the draft Contract for the insurances required to be put in place for the Contract. Evidence that the required insurances are in places will be sought prior to the award of the Contract.

6.7 Confidentiality

Each Tenderer (and any other party who receives a copy of these Instructions) (each a "**Receiving Party")** must keep confidential any information relating to the business, affairs or plans of the Authority which is designated as "confidential" or which ought reasonably be regarded as confidential which is obtained under or in connection with this tender competition, including, without limitation, their participation in the tender competition and these Instructions ("**Confidential Information**") and must not divulge the same to any third party without the prior written consent of the Authority.

The Receiving Party must procure that its personnel and all other of its employees having access to Confidential Information are subject to the same obligations as set out in this Clause 6.6 with respect to Confidential Information and must take all reasonable steps to ensure that its personnel and employees are made aware of and perform such obligations.

The Receiving Party may disclose Confidential Information:

- if and to the extent required by law or for the purpose of any judicial inquiry or proceedings;
- to its professional advisers, auditors and bankers; or
- if and to the extent that the Authority has given prior written consent to the disclosure.

The Authority is entitled to disclose to any person any information about this tender competition, including the identity of the Tenderers and details of their respective members, the services, the tender process or the award of the Contract (including, without limitation, details of the Tender Fee) at any time.

6.8 Ownership of Intellectual Property

The Receiving Party acknowledges that all rights in any materials (including, without limitation, these Instructions) provided by the Authority to the Receiving Party shall at all times vest in and be the absolute property of the Authority.

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6.9 Reliance on resources

Where, in order to prove its suitability for the Services, a Tenderer or a member of a Tenderer wishes to rely on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company's resources), the Tenderer must include with its Tender a letter from such other entity confirming that it is committed to providing the necessary resources in the form given in Appendix IV. Tenderers should not that a guarantee from such entity may be required as a condition of contract award.

If availability of resources being relied upon is not established to the satisfaction of the Authority, the Authority will assess the suitability of the Tenderer without taking into account the resources of the entity being relied on.

In Section A of the TRD Tenderers must identify the proposed Service Provider or Providers for each of the Contract components listed below (the "**Main Elements**"):

- Operations Management
- Operation of the Passenger Transport Services
- Maintenance of Vehicles
- Safety Management

Tenderers may propose more than one Service Provider for each of the Main Elements. The same Service Provider may also be proposed in more than one role. For the avoidance of doubt, the Tenderer is permitted to propose themselves for all Main Elements if desired.

Tenderers should note that, if the Tenderer is ultimately successful in being awarded the Contract, the Authority expects that it will require that all Service Providers who are not also the Operation Manager enter into a guarantee or other form of commitment (in form and substance acceptable to the Authority) in favour of the Authority.

A guarantee or other form of commitment from such entity may subsequently be required as a condition of contract award.

6.10 Prior knowledge

Tenderers must not make assumptions that the Authority or any of its advisors has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with the provisions of these Instructions).

6.11 Corrections to Pricing Submission and abnormal tenders

The Authority may, without any responsibility for this, examine the details submitted in the Pricing Submission for errors and omissions.

The Authority reserves the right to correct Tenderers completed Pricing Submissions for errors and/or omissions at is absolute discretion, or to request the Tenderer to correct the completed Pricing Submission if the Authority considers it appropriate to do so. The Authority shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Submission. The Authority's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

Tenderers must not use abnormally high or low rates or prices. If, in the Authority's opinion, any tendered amounts are abnormally low or abnormally high, the Authority may require the Tenderer to provide further written details of the constituent elements of such tendered amounts or any other information which the Authority considers relevant. This may include (without

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limitation) the information listed in Regulation 93 of the European Union (Utilities Regulations 2016.

Any failure to provide such information, where requested, may exclude the Tender from further consideration. If, having considered the information provided, the Authority is of the view that the tendered amounts are abnormally low or abnormally high, the Authority may reject the Tender.

6.12 Independent Enquiries

The Authority reserves the right to make independent trade, credit and security inquiries about Tenderers before identifying a preferred Tenderer or awarding any subsequent contract. Tenderers may be requested to provide financial and trade references as well as further biographical details of key personnel for this purpose.

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7. EVALUATION PROCESS

7.1 Introduction

The Authority will evaluate and rank Tenders which have not been eliminated based on an evaluation of the criteria set out below. The Authority proposes to conclude a contract with the Tenderer who has submitted the most economically advantageous Tender (i.e. the highest-ranked Tender) when assessed in accordance with the evaluation criteria. In the event that the Authority is unable to conclude a contract with this Tenderer, the Authority reserves the right to revert to the next highest ranked Tenderer, seriatim, and seek to conclude a contract with that Tenderer.

7.2 Evaluation Criteria

7.2.1 Stage 1 – Selection Criteria – (a) Financial and Economic & (b) Technical

The suitability of Tenderers to perform the contract will be evaluated by reference to the selection criteria set out below.

Tenderers should note that their submission must achieve the minimum marks set out in the table below, in order to avoid elimination from consideration. In the event that a Tenderer is eliminated from consideration due to a failure to reach the minimum marks for any of the selection criteria listed below, then that Tenderer's submission will not be taken into further consideration.

The Authority reserves the right to interview Tenderers before completing the final assessment under the selection criteria.

Tenderers who achieve the minimum mark in the selection criteria above will progress to Stage 2 of the evaluation and be evaluated under the award criteria in accordance with section 7.2.2.

The scores achieved under the selection criteria will not be relevant to the evaluation under the award criteria at Stage 2.

Tenderers will either pass OR fail each of the Selection Criteria in this section 7.2.1. A Tenderer who fails a selection criterion will be excluded from participating in this Competition.

Financial and Economic Selection Sub-Criteria				
Ref	**Selection Criteria**	**Evaluation**	**Marks Available**	**Minimum Marks**
B.1	Minimum Average Turnover	Pass/Fail	Pass/Fail	Pass
B.2	Economic and Financial Standing	Pass/Fail	Pass/Fail	Pass
B.3	Insurances	Pass/Fail	Pass/Fail	Pass
B.4	Tax Clearance	Pass/Fail	Pass/Fail	Pass

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Technical Selection Sub-Criteria				
Ref	**Selection Criteria**	**Evaluation**	**Marks Available**	**Minimum Marks**
B.5	Relevant Experience	Pass/Fail	100	60
B.6	Health and Safety	Pass/Fail	Pass/Fail	Pass

B.1 Minimum Average Turnover – Pass/Fail

The Minimum Average Turnover Requirement for each Lot is as follows:

A Tenderer, and subject to its right to rely on other entities in accordance with section 6.9, must have a combined minimum average annual turnover (excluding VAT), when averaged over their three (3) most recent full financial years, as follows:

- Lot 1D Park and Ride Shuttle Services: One million five hundred thousand euro (€1,500,000) excluding VAT;

Where the Tenderer is a group, the annual turnover for each Tenderer Member, and any entity upon whom such Tenderer relies upon to meet the combined minimum average turnover requirement, for their last three (3) most recent full financial years must be provided.

Where a Tenderer, (or where a Tenderer is a group, any Tenderer Member), and any entity relied upon to meet the minimum average turnover requirement has been trading for less than three (3) financial years, such entity's average turnover shall be assessed in the financial years for which it has been trading (i.e. such entity must demonstrate their average annual turnover in the years of trading). For the avoidance of doubt, all other Tenderer Members or entities relied upon (where applicable), shall be assessed over the three (3) years.

The Minimum Average Turnover Requirement must be demonstrated as follows:

- Tenderers are required to declare their average annual turnover for the last three years in the relevant section of the Tender Response Document; and
- Tenderers are required to declare by way of the ESPD that the Authority, the Tenderer, or where a Tenderer is a group, each Tenderer Member, and any entity relied upon for the purpose of meeting the Minimum Average Turnover Requirement, are able, and without delay to provide acceptable evidence (see below) for each of their three (3) most recent full financial years.

Acceptable evidence to support the declared annual average turnover is detailed below in order of suitability:

(i) Audited financial statements.

(ii) Certification of turnover by a registered auditor.

(iii) Certification of turnover by the entity's accountant.

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Tenderers must provide the highest possible ranked evidence available for each of the relevant years i.e. if audited financial statements are available, certified turnover is not permitted. Inferior evidence is not permitted where higher ranked evidence is available.

If an audit exemption has been claimed for any of the required periods in accordance with applicable law, confirmation from the entity's accountant that the relevant audit exemption has been properly claimed must be provided.

It is the responsibility of the Tenderer to provide audited accounts to the Authority where these become available. If audited accounts, when received, indicate that the certified turnover was incorrect, and that the Tenderer did not actually meet the Minimum Turnover Requirement, the Tenderer may be removed from the competition.

Failure by a Tenderer to demonstrate that its average annual turnover meets or exceeds the Minimum Average Turnover Requirements will result in a "Fail" and the Tenderer will be eliminated from the competition.

Failure to provide the type of acceptable information requested or to promptly provide the information requested may result in the Tenderer's elimination from this competition.

B.2 Economic and Financial Standing – Pass/Fail

Tenderers are required to declare by way of the ESPD that they, or where the Tenderer is a member of a Group, or any entity relied upon for the purposes of satisfying the Minimum Average Turnover Requirement in B.1 above that they together have the financial capacity to meet all financial requirements and contingencies that may arise from the award of the Contract and that they will be able to produce, and without delay on request evidence of the type described in Appendix VI to the Authority to substantiate their declaration. Failure to provide the type of information requested in Appendix VI or to promptly provide the information requested may result in the Tenderer's elimination from this competition.

Where a Tenderer is a group, each Tenderer Member and any other entity whose financial resources are being relied upon for the purposes of meeting the Minimum Average Turnover Requirement will be assessed together for the purpose of this economic and financial standing criterion.

B.3 Insurances - Pass/Fail

Tenderers attention is drawn to Schedule 9 (*Required Insurances*) that sets out the insurance requirements for the Services.

Tenderers are required to provide a letter from their Insurer or Insurance Broker that they will be able to put the required insurances (including the required deductible levels) in the event they are awarded the Contract. Evidence that the required insurances are in place will be sought prior to Contract award. The Insurance Requirements are set out in Schedule 9 of the contract.

B.4 Tax Clearance – Pass/Fail

It is a condition precedent to the award of the Contract that the successful Tenderer provides a Tax Clearance Certificate.

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Tenderers shall declare by way of the ESPD that they will furnish a Tax Clearance Certificate to the Authority in the event that they are identified as the successful Tenderer in this competition. Evidence of tax clearance will be sought prior to Contract award.

B.5 Relevant Experience – Maximum Marks - 100

The Service Provider or Providers named for Operations Management in Section A of the TRD shall provide details of two (2) projects undertaken within the last seven (7) years demonstrating their similar experience of the successful overall management and co-ordination of passenger services (by bus or coach) for an event **or** for a public transport service.

The responses to this criterion will be assessed holistically, by reference to the similarity of the experience demonstrated in the two project examples provided. In this context "similar experience" means experience of the overall management and co-ordination of dedicated passenger bus/coach services for the transport of :

- (Lot 1D) Four thousand five hundred (4,500) passengers daily in each direction, and the operation of a minimum of twenty (20) passenger vehicles (bus and/or coach) daily for (a) a sporting, cultural or public event or (b) for a public transport service.

Inclusion of one or more projects which do not meet the above parameters will not necessarily lead to an automatic "fail" or elimination from the Competition, but Tenderers should note that a response to this criterion B.5 must achieve a minimum score of 60% to avoid elimination. Experience that is deemed insufficiently similar may score below that threshold and lead to elimination. The scores awarded in connection with this criterion B.5 will be used purely to determine whether the response has achieved a "pass" or "fail" but will not be taken forward into the Stage 2 evaluation.

B.6 Health and Safety – Pass/Fail

Tenders are required to complete the relevant section in the TRD.

Assessment of this criterion B.6 will be on a pass/fail basis.

A "pass" will be achieved where:

b) the Tenderer [and any Tenderer Member or any Service Provider named in Section A of the TRD] has a certified Health & Safety System in place that complies with the requirements of the Safety Health & Welfare at Work Act 2005;
b) neither the Tenderer nor any Tenderer Member nor any Service Provider named in Section A of the TRD has been issued with any convictions, prohibitions, improvement notices or any similar claims or notices in any jurisdiction initiated or instituted by any safety authority within the 5 years preceding 30 July 2026; OR
b) where the Tenderer or any Tenderer Member or any Service Provider named in Section A of the TRD has been issued with any convictions, prohibitions, improvement notices or any similar claims or notices in any jurisdiction initiated or instituted by any safety authority within the 5 years preceding 30 July 2026, that the Authority is satisfied that the measures taken demonstrate that the underlying issues which gave rise to the conviction, prohibition, improvement notice or claim have been resolved and demonstrate, to a high level of confidence, that similar issues will not recur.

A Tender will achieve a "fail" in response to criterion B.6 if:

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a) the Tenderer and any Tenderer Member or any Service Provider named in Section A of the TRD does not have a certified Health & Safety System in place that complies with the requirements of the Safety Health & Welfare at Work Act 2005;
b) where the Tenderer or any Tenderer Member or any Service Provider named in Section A of the TRD has been issued with any convictions, prohibitions, improvement notices or any similar claims or notices in any jurisdiction initiated or instituted by any safety authority within the 5 years preceding 30 July 2026, and the Authority is **not** satisfied that the measures taken demonstrate that the underlying issues which gave rise to the conviction, prohibition, improvement notice or claim have been resolved and/or the Authority is **not** satisfied, to a high level of confidence, that similar issues will not recur.

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7.2.2 Stage 2 Selection Criteria – (a) Technical & (b) Price

The evaluation criteria that will be applied by the Authority to assess the most economically advantageous Tender will be:

Award Criteria	**Maximum Marks Available**
Technical	400
Price (Tender Fee as per the Tender Pricing Form) *	600
Total	1000

*The Tender Pricing Form is issued as an appendix to the Tender Response Document. In addition to the submission of the Tender Pricing Form, Tenderers are also required to submit a Financial Memorandum in accordance with the requirements of Appendix VII.

The Technical Award criterion comprises the following sub-criteria:

Technical Award Sub-Criteria		**Marks Available**	**Minimum Required**
C.1	Mobilisation Plan	85	51
C.2	Operational Plan	135	81
C.3	Resourcing Plan	100	60
C.4	Environmental Management Plan	15	9
C.5	Safety Management Plan	65	39
	Total	400	

The Technical Award sub-criterion is set out in the Tender Response Document (TRD).

Tenderers should note that their technical submission must achieve the minimum marks set out in the table above, in order to avoid elimination from consideration. In the event that a Tenderer is eliminated from consideration due to a failure to reach the minimum marks set out in the table above then that Tenderer's Pricing Submission will not be taken into consideration.

The following scoring matrix table will be used for the assessment of Technical Section Criteria and Technical Award sub-criteria. The professional judgement of the evaluators shall be used to determine which of the relevant bands the response shall fall into.

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Scoring Band	Score (as a % of the maximum marks available)	Explanation
5	100%	A very good response. Demonstrates extensive capability. Provides a high degree of confidence in the Tenderer's ability to deliver the required outcomes.
4	80%	A good response. Demonstrates good capability. Provides a good degree of confidence in the Tenderer's ability to deliver the required outcomes.
3	60%	An acceptable response. Demonstrates acceptable capability. Provides an acceptable degree of confidence in the Tenderer's ability to deliver the required outcomes.
2	40%	A poor response. Demonstrates limited capability. Provides little confidence in the Tenderer's ability to deliver the required outcomes.
1	20%	A very poor response. Demonstrates very limited capability. Provides little or no confidence in the Tenderer's ability to deliver the required outcomes.
0	0%	No response

Individual statements in the above bands are separate and not cumulative. Scores awarded will be absolute and half marks will not be used.

The Tenderer's response to the technical selection criteria and the technical award criteria will be evaluated and given an unweighted score out of 5 using the scoring matrix above. Unweighted scores for each of the criteria will then be multiplied by the applicable maximum marks for each criterion as detailed above to give a weighted score for each criterion.

A minimum score of 3 (acceptable) is required to pass technical selection criterion and each of the technical award sub-criteria.

By way of example for the technical award sub-criterion C.3 "Resource Plan" which carries a maximum of 100 marks, using the scoring matrix set out in the Table above, if a Tenderer is awarded a score of:

- 5 – 100 will be multiplied by 100% to receive a mark of 100 marks;
- 4 – 100 will be multiplied by 80% to receive a mark of 80 marks;
- 3 – 100 will be multiplied by 60% to receive a mark of 60 marks;
- 2 – 100 will be multiplied by 40% to receive a mark of 40 marks;
- 1 – 100 will be multiplied by 20% to receive a mark of 20 marks;
- 0 – 100 will be multiplied by 0% to receive a mark of 0 marks.

The Authority reserves the right to interview Tenderers or request presentations from Tenderers before completing the final assessment under the award criteria. The highest scoring Tender will represent the most economically advantageous tender.

7.3 Price Assessment

The marks awarded under the Price criterion will be calculated in accordance with the following formula:

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$$\left[1 - \left(\frac{TenderFee - LowestTenderFee}{HighestTenderFee}\right)\right] x\ Weighting$$

Where:

- Tender Fee, is the Tender Fee submitted by the Tenderer under consideration;
- Lowest Tender Fee, is the lowest Tender Fee from the Tenders received;
- Highest Tender Fee, is the highest Tender Fee from the Tenders received; and
- Weighting is **600** marks.

Using the weighting **600** for the Price Award Criterion, the maximum marks that can be achieved for the Tender Fee for this commission is **600 marks.**

7.4 Clarifications

The Authority may seek clarification or further information or both from one or more of the Tenderers. The Authority may meet with one or more Tenderers for these purposes. The Authority will confirm to the Tenderer concerned in written minutes any clarification arising from such meeting and the Tenderer will be required to confirm or correct the minutes in writing.

7.5 Tie Break

In the event of a tie, the Tender with the highest mark for Operational Plan criterion will be deemed to be the highest-ranked Tender. If the score remains in a tie, the remaining criterion will be assessed by the highest weighted until there is no longer a tie.

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8. STEPS FOLLOWING TENDER ASSESSMENT

8.1 Notification

As soon as practicable after the Authority has made a decision about the award of the Contract the Authority will notify all Tenderers of the outcome of this competition. This notification will not form the Contract or any contract or other obligation and specifically will not obligate the Authority to award or enter into the Contract.

8.2 Letter of intent

The Authority may issue to the selected Tenderer a letter of intent requiring that Tenderer to submit to the Authority any or all of the following together with any other items that the Authority deems appropriate:

- Evidence of tax clearance certificate;
- Evidence of insurance policy (ies).

The issuance of a letter of intent by the Authority shall not in any way constitute the award of this Contract and the Contract shall not come into force in any way without the issue of a Letter of Acceptance by the Authority or the formal execution of the Contract by the Authority and the successful Tenderer.

If the Tenderer to whom such a letter of intent is addressed does not submit the documents as required within the time allowed, the Authority may take such steps as are considered appropriate, including (but not limited to) to:

- executing the Contract with the Tenderer to whom the letter of intent was addressed (even though the documents have not yet been provided);
- allowing the Tenderer to whom the letter of intent was addressed additional time to provide the documents; or
- proceeding to initiate award to the Tenderer who submitted the next most economically advantageous Tender, seriatim, and seek to conclude a contract with that Tenderer.

8.3 Letter of Acceptance

The Authority may create the Contract by issuing a Letter of Acceptance in respect of such Contract at any time during tender validity period (subject to any standstill period which may be required by law).

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9. PROPOSED CONTRACT

A copy of the contract proposed to be entered into between the Authority and the successful Tenderer is attached at Appendix II. Please note the specific technical and other requirements are detailed elsewhere in this document and in addition to the conditions in the contract. The successful Tenderer will be required to enter into a contract with the Authority on the basis of the terms and conditions set out in Appendix II. The Authority shall draft and specify the final form of the contract.

No commitment of any kind, contractual or otherwise, will exist unless and until a formal contract has been executed by or on behalf of the Authority.

Any issues, which a Tenderer may have with the proposed Contract, must be raised by way of Tender query prior to the closing date for receipt of queries as per section 5.2.

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APPENDIX I

OVERVIEW OF THE SCOPE OF SERVICES

1. General

The following sections give a brief outline of some specific features of the draft Contract; however Tenderers are directed to carefully review the draft Contract in full.

In general terms, the scope of the Services to be provided by the Operator pursuant to the draft Contract include the specific services described in this Appendix, as well as any related and ancillary services.

2. Accuracy of data and changes to the scope

The Authority advises that there may be adjustments and refinements on the details of the Services over the coming months and Tenderers are advised that it is expected that there may be changes after the appointment of the preferred Tenderer, in particular relating to changes to the Service Specification arising from forecast Park and Ride parking ticket demand or Event operational requirements.

It is also envisaged that the successful Tenderer will need to be able to respond to changes that occur during the Event itself in response to matters such as weather/other matters which require a modified service.

3. Lots

The NTA are tendering the Park and Ride Shuttle Services required in four (4) Lots as follows:

- Lot 1A: Park and Ride Route 1 Shuttle Services operating between Limerick Racecourse P&R site and Adare Manor Passenger Terminal Bus Terminal East. Approximate one-way distance: 8.8 km.
- Lot 1B: Park and Ride Route 2 Shuttle Services operating between Collopy's Cross P&R site and Adare Manor Passenger Terminal Bus Terminal East. Approximate one-way distance: 7.2 km.
- Lot 1C: Park and Ride Route 3 Shuttle Services operating between Croagh North P&R site and Adare Manor Passenger Terminal Bus Terminal West. Approximate one-way distance: 5.0 km.
- Lot 1D: Park and Ride Shuttle Route 4 Shuttle Services operating between Croagh South P&R site and Adare Manor Passenger Terminal Bus Terminal West. Approximate one-way distance: 5.2 km

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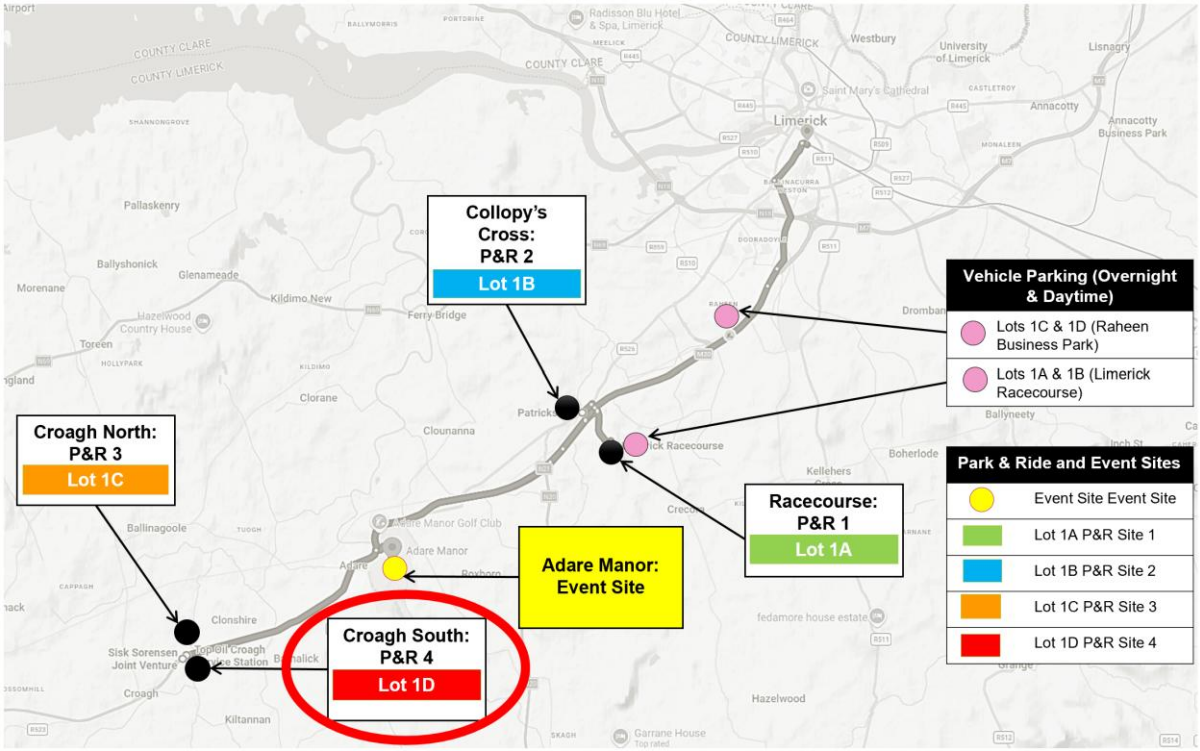


Figure 1: Location of (a) Lots 1A, 1B, 1C and 1D Park & Ride Sites and (b) Vehicle Parking Facilities (Authority Provided)

This RFT applies to Lot 1D only

4. The Services

The services comprise the operation of shuttle bus services on one route between the Croagh South P&R site and the Adare Manor Passenger Bus Terminal West for the duration of the Event. The services are required to operate between the hours of 05:00 (05:30 on Final Day) and 23:00 for the six-day Event. It is anticipated that up to 6,000 passengers may avail of the Park and Ride services in each direction on each day of the Event:

- Lot 1D Park and Ride Shuttle Services: up to 6,000 passengers;

Park and Ride Sites

The temporary Croagh South Park and Ride site will be provided by Limerick City and County Council and managed, on their behalf, by an Event Manager (appointed by LCC). The Park and Ride site will have separate car parking areas and a Bus Operations Zone. Within the Bus Operations Zone, allocated Loading Zones platforms will be provided for passengers to board and disembark the Vehicles.

Adare Manor Terminals

The Adare Manor Bus Terminal West will be provided by Ryder Cup Europe 2027 and they will also provide Loading Zones platforms at this terminal allocated to the Lot 1D Route 4 service. Tenderers should note that the Adare Manor Bus Terminal West will be shared with other Event transport users.

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Required Passenger Seat Capacity and Passenger Queueing Time standard

The Passenger Transport Service Specification is set out in Schedule 2 (S*ervice Specification*) of the draft Contract.

Please note: the Passenger Seat Capacity provided in Annex A is based on current Passenger demand forecasts for the use of the Park and Ride site and, as such, may be subject to change as a result of updated Park and Ride ticket sales volumes when tickets are released for sale and/or Event ticket sale volumes.

The Operator is required to provide the required Passenger Seat Capacity (as specified in Annex A) and operate Passenger Trips to meet Passenger demand through the day.

The operation of Trips must meet the Passenger Queueing time standard – which during peak times is that passengers should not wait longer than 15 minutes before boarding of a Vehicle commences. Schedule 7 (*Required Standards*) sets out the performance regime for the operation of the Services and the Passenger Waiting Time standard.

The Operator is required to provide hourly, daily and final reports recording the performance of Passenger Transport services in accordance with Schedule 6 (*Required Reporting*).

Provision of Vehicle Facilities

The Operator is required to provide off-site facilities for the fuelling, cleaning and servicing of Vehicles. The location of these facilities is to be identified in the tenderer's submission.

Please note: The Authority will provide overnight and day parking facilities for the Operator's Vehicles. Tenderers are to base their Tenders assuming the Authority provides overnight and day parking facilities. The location of these parking facilities is shown on Figure 1.

- Distance between P&R Site 1 and Limerick Racecourse: 0 km
- Distance between P&R Site 2 and Limerick Racecourse: c. 3 km
- Distance between Adare East terminal and the Limerick Racecourse: c. 9 km
- Distance between P&R Site 3 and Raheen Business Park: c. 20 km
- Distance between P&R Site 4 and Raheen Business Park: c. 20 km
- Distance between Adare West terminal and the Raheen Business Park: c. 15 km

Provision of Vehicles

The Operator is to provide Vehicles that meet the requirements of Schedule 3 (*Vehicle Specification*) (and all applicable Legal Requirements pertaining to the use of Vehicles for Passenger transport services in Ireland including but not limited to valid CVRT and Large Public Service Vehicle licences).

Vehicles are required to have a licensed minimum capacity of 50 seats and where diesel powered, a Euro V emission standard engine. Each Vehicle shall be fitted with GPS tracking system to enable real-time management and control of Passenger Transport Services. In addition, the Operator is to provide one tow-truck at each Park and Ride facility to remove Vehicles that break down within stipulated timeframes.

Provision of Operator Staff

The Operator is to *inter alia*

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- provide sufficient drivers are available to operate the Passenger transport services;
- provide Marshalling Staff to assist Passengers in the timely boarding and alighting of Vehicles in Loading Zones;
- Provide supervisory/co-ordination attendance in the Transport Operational Centre (the Transport Operation Center will be provided by others);
- Monitor and record Passenger Queue lengths and queueing times;
- Attend daily Event briefing and de-briefing meetings;
- Liaise with Key Event stakeholders during the Mobilisation Period and Event;

Provision of Operator Staff Facilities

It is currently anticipated that basic welfare facilities, such as cabins and Portaloo's will be made available for use by the Operator at the Park and Ride sites. The Operator is responsible for the off-site provision of all other staff facilities required, including but not limited to driver facilities, overnight staff accommodation, staff ferry vehicles (if required) and staff refreshments and meals.

Please note: Unless notified otherwise by the Authority during the tender period, Tenderers are to base their Tenders assuming the Operator provides overnight staff accommodation.

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APPENDIX II

DRAFT CONTRACT

[The draft Contract is issued as a separate document to these Instructions]

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APPENDIX III

DATA PROTECTION NOTICE

As part of your response to the procurement documents for this competition, you may provide personal data relating to you or your organisation, employees or other third parties. In the procurement documents, "Data Protection Law" means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

Where such personal data is provided, the relevant controller is the Authority. If you have any questions about our use of your personal data, please contact us at privacy@nationaltransport.ie. Alternatively you can get in touch with our Data Protection Officer at privacy@nationaltransport.ie.

We may process the following personal data as part of this competition:

- Name;
- Contact details;
- CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc);
- Details of proposed role(s) and responsibilities on this contract;
- Referee details; and
- Any other data provided by you as part of your submission.

We collect personal data from you directly, and from the following sources:

- Your organisation;
- Other members of your consortium; and
- Referees.

Any personal data provided will be processed for the purposes of the competition, the administration of any contract awarded on foot of this competition, reporting to any regulators or oversight bodies and/or any disputes relating to the competition or the contract. Our legal basis for processing such personal data in accordance with the provisions of this Data Protection Notice is that it is necessary for the exercise of official authority vested in us.

In connection with the above, we may disclose your personal data to various recipients including:

- Your employer;
- Other members of your consortium;
- Our third party service providers, such as advisors and contractors; and
- Regulators or oversight bodies.

If you are unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process or the award of the contract to the successful party, whichever is later. If you are successful, and a contract is awarded to you at the end of the tender process, such personal data will be retained in accordance with our Record Retention Policy.

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Any data subjects in respect of which we hold or process personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.

The procurement documents set out, in respect of each criterion or requirement, whether a response (including any personal data required in order to respond to the criterion or requirement) is required in order to avoid elimination from this competition. Even where a failure to respond or to provide relevant personal data will not, of itself, lead to elimination, failure to provide such personal data may affect the completeness or quality of your response to the procurement documents (which may affect the assessment of such response).

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APPENDIX IV

FORM OF LETTERS FROM ENTITIES RELIED UPON

Part A: Form of Letter Confirming Financial Resources are Available to the Tenderer

Dear Sir,

Re: Competition for the provision of Ryder Cup Passenger Transport Services – Lot 1D Park and Ride Shuttle Services.

Tender Submission by [**Tenderer name**]

Financial Resources

We understand that [**Tenderer name**], is relying on our economic and financial standing in the above competition and requires confirmation that those financial resources are available to it.

Accordingly, we confirm that we can provide the financial resources identified in the Request for Tenders to facilitate [**Tenderer name's]** participation in the competition. In addition, if they are successful in the competition and appointed for the contract(s), then we will provide a guarantee to you that those financial resources will be made available for the duration of the contract(s).

Yours faithfully,

_____

Authorised representative of guarantor of financial resources

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Part B: Form of Letter Confirming Resources/Technical Ability are Available to the Tenderer

Dear Sir,

Re: Competition for the provision of Ryder Cup Passenger Transport Services – Lot 1D Park and Ride Shuttle Services.

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Tender Submission by [**Tenderer name**]

Resources/Technical Ability

We understand that [**Tenderer name**], is relying on our resources/technical ability in the above competition and requires confirmation that those resources are available to it.

Accordingly, we confirm that we can provide the resources identified in the Tender Response Document to facilitate [**Tenderers name's]** participation in the competition. In addition, if they are successful in the competition and appointed for the contract(s), then we will provide a guarantee to you that those resources will be made available for the duration of the contract(s).

Yours faithfully,

_____

Authorised representative of guarantor of technical resources

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APPENDIX V

ARTICLE 57 DECLARATION

Declaration in respect of the Grounds for Exclusion set out in Regulation Article 57 of Directive 2014/24/EU

Please note that a separate declaration must be completed by each of the following:

- each member of the consortium or group (where the Tenderer is a consortium);
- any entity being relied upon to meet the selection criteria, as well as any subcontractors to whom the Tenderer intends to subcontract a share of the contract

and in each such case the reference to "Tenderer" in the declaration below shall be read as a reference to each consortium member/entity being relied upon/subcontractor (as applicable).

****

Name of the Tenderer: _____

Company registration number (if a company): _____

On behalf of the Tenderer identified above (the "Tenderer") I hereby declare that none of the circumstances specified in Directive 2014/24/EC Article 57 apply to the Tenderer (save to the extent set out below). In particular, as at the date of this declaration:

I declare that the Tenderer (or, if the Tenderer is a company, any director or secretary, or any member of an administrative, management or supervisory body of the Tenderer or person who has powers of representation, decision or control therein), has not been the subject of a conviction by final judgment for one or more of the following reasons (save to the extent set out below in part 4 of this declaration):

(a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;

(b) corruption, as defined in Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the law of the country in which the Tenderer is established or in Irish law;

(c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;

(d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;

(e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or

(f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

I declare that, save to the extent set out below in part 4 of this declaration, the Tenderer:

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(a) has fulfilled its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established and in Ireland, and

(b) fulfilled its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established and in Ireland.

(c) I declare that, save to the extent set out below in part 4 of this declaration, the Tenderer:

(d) has not violated applicable obligations in the fields of environmental, social and labour law established by EU law, Irish law, collective agreements or by the international environmental, social and labour law provisions referred to in Annex X of Directive 2014/24/EC;

(e) not bankrupt, or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended and it is not in any analogous situation arising from a similar procedure under national laws or regulations in this or any other jurisdiction;

(f) is not guilty of grave professional misconduct, which renders its integrity questionable;

(g) has not entered into agreements with other providers aimed at distorting competition;

(h) there is no conflict of interest within the meaning of Article 24 of Directive 2014/24/EU;

(i) there is no distortion of competition from the prior involvement of the Tenderer in the preparation of the procurement procedure;

(j) has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;

(k) has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has not withheld such information and is able to submit the supporting documents required pursuant to Article 59 of Directive 2014/24/EC;

(l) has not undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon its undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award

To the extent that any of the circumstances described in Parts 1, 2 or 3 of this declaration apply to the Tenderer (or, in respect of the circumstances set out in Part 1 of this declaration, to any director or secretary, or any member of an administrative, management or supervisory body of the Tenderer or person who has powers of representation, decision or control therein), I hereby set out full details of same in this Part 4:

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_____

_____

_____

_____

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

SIGNATURE_____DATE_____

NAME_____TEL_____

POSITION_____FAX_____

VAT

No_____EMAIL_____

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APPENDIX VI

ECONOMIC AND FINANCIAL STANDING SELECTION CRITERION ASSESSMENT DETAIL

A Tenderer's response to this criterion will be evaluated using the assessment detail in this Appendix VI and the response will be awarded either a "Pass" or a "Fail", which are defined as follows:

- **Pass –** A response which the Authority considers demonstrates adequate financial capacity, to the Authority's satisfaction, to meet all financial requirements and contingencies that might arise from the award of the Contract.
- **Fail –** A submission which the Authority considers fails to demonstrate adequate financial capacity, to the Authority's satisfaction, to meet all financial requirements and contingencies that might arise from the award of the Contract.

The assessment of a Tenderer's economic and financial standing will comprise analysis of audited accounts, including (but not limited to) consideration of the following factors to verify whether a response should be awarded a "Pass" or a "Fail":

i. Auditor's report and Director's report.

ii. Trading performance:
   a. Turnover;
   b. Profitability and profit margins (including Gross profit, Operating profit and Net Profit).

iii. Liquidity:
   a. Cash balances;
   b. Cash generation;
   c. Current ratio;
   d. Quick Ratio;
   e. Debtor days and Creditor days.

iv. Gearing:
   a. Earnings Before Interest, Tax, Depreciation and Amortisation ("EBITDA") interest
   b. cover;
   c. Net Gearing;
   d. Long term debt as a % of capital employed;
   e. Net debt as a % of Total Net Worth;
   f. Net debt / EBITDA.

v. Balance Sheet:
   a. Fixed Assets;
   b. Net Current Assets;
   c. Net Assets.

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The Authority also reserves the right, but shall not be obliged, to take into account Publicly Available Information in its assessment of the financial robustness of the Tenderer (or where the Tenderer is a group, each Tenderer Member), and any other entity whose financial resources are being relied upon. "Publicly Available Information" in this context means information that has been published by a Public Source, where "Public Source" includes the main source(s) of business news in the country or countries in which the relevant entity is registered and/or conducts its principal commercial activities, any internationally recognised published or electronically displayed news source, any commercial information provider or credit rating agency.

No one financial indicator will be taken in isolation – an overall professional judgement will be made on the basis of an assessment of the information requested and the information included in the responses provided by the Tenderer (or where the Tenderer is a group, each Tenderer Member), and any other entity whose financial resources are being relied upon (as applicable).

Economic and Financial Standing Submission Requirements:

Information requested may include copies of each of the following documents in respect of the Tenderer (or where the Tenderer is a group, each Tenderer Member), and any other entity whose financial resources are being relied upon to pass the economic and financial standing criterion (in accordance with Section 6.8 Reliance on Capacities):

i. Financial Statements (including Income Statement/Profit & Loss, Statement of Financial Position/Balance Sheet and Statement of Cash Flows) for each of the three (3) most recent full financial years:

   a. Copies of audited accounts must be furnished unless an audit exemption has been claimed for any of the required periods in accordance with applicable law. If so, copies of management accounts (including the statements included above) for the relevant years together with confirmation from their accountant that the relevant audit exemption has been properly claimed must be attached; and

   b. The audit opinion contained in the financial statements must confirm that the financial statements give a true and fair view.

ii. Management accounts relating to periods subsequent to the most recent Audited Financial Statements (or confirmation that same are not yet available).

iii. Information regarding any material legal judgements, existing pending or threatened litigation or other legal proceedings not captured in the latest set of audited accounts; and

iv. Any existing pending material tax or threatened tax or regulatory investigations.

v. Details of any post balance sheet events between the date on which the last audited accounts were authorised for issue and the Deadline for Receipt of Tenders (as stated in section 4.3, unless otherwise published by the Authority) and in particular any event that, had the accounts not been authorised for issue until the Deadline for Tender Submission, would have required to be adjusted for, or disclosed in accordance with the applicable accounting standards. If this is not applicable, an appropriate statement must be provided confirming there have been no such events.

Where the most recent audited financial statements have not been filed with the Companies Registration Office (or equivalent outside Ireland) within the statutory filing period and/or remain unsigned by an auditor, the draft financial statements for that period must be provided with a reasonable and comprehensive explanation as to why such accounts remain unsigned.

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The Authority may, at its absolute discretion, elect to accept such unsigned accounts. Audited financial statements must be provided to the Authority once these become available.

Where the Tenderer, (where the Tenderer is a group, each Tenderer Member), and any other entity whose financial resources are being relied upon, is unable, for a valid reason, to provide the specified documentation set out above, the Tenderer, Tenderer Member or other entity being relied upon must inform the Authority of that valid reason as to why the documentation cannot be supplied, and must provide other suitable alternative documentation to prove, to the satisfaction of the Authority, their economic and financial standing. The Authority may, at its absolute discretion, elect to accept such alternative documentation.

Note that the Authority is not obliged to have regard to updated financial information which becomes available during subsequent stages of this competition. However, without prejudice to the foregoing and to the generality of the provisions of these Instructions, where the Authority becomes aware of information that undermines the financial information which has been provided, the Authority may consider whether this new information would have a material adverse impact on the assessment of the financial capacity of the Tenderer.

The response of the Tenderer (or where the Tenderer is a group, each Tenderer) and any other entity whose financial resources are being relied upon for this Eligibility criterion must be awarded a “Pass” in order to avoid the Tenderer being eliminated from the competition.

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APPENDIX VII

Financial Memorandum

Requirement

In addition to the provision of a Tender Pricing Form ("TPF"), Tenderers are required to provide a Financial Memorandum to support and explain the payments and costs included within their completed TPF.

Purpose

The purpose of the Financial Memorandum is to support and explain aspects of the Tenderer's proposal and provide a link from Tenderers' technical plans to what is included in the TPF. Tenderers should utilise the Financial Memorandum to add further clarity to any rationales underpinning costs and payments included within the TPF that may not be readily apparent from the TPF alone. The Financial Memorandum shall be consistent with the TRD and the TPF.

General Requirements

The Financial Memorandum should be provided with a table of contents to clearly distinguish where each specific requirement of the Financial Memorandum (listed below) is addressed. Tenderers shall provide address all specific requirements outlined below and provide a comprehensive response.

Specific Requirements

Expected contents for the Financial Memorandum include, but are not limited to, those set out below:

- An explanation of the Milestone Payment cost categories and rationale;
- An explanation of the Operating Fee cost categories and rationale; including but not limited to:
    - Operator Vehicle Facilities charges;
    - Operator Staff Facilities charges;
    - Vehicle charges;
    - Fuel charge;
    - Staff Charges, including Driver charges;
    - Overheads – where a "Share of Central Overheads" is included a full breakdown is expected to be provided of this cost item including justification for each cost.
    - Where Tenderers are in receipt of a public service contract Tenderers are also asked to demonstrate compliance with Regulation (EC) No. 1370/2007 in respect of any shared costs.
- An explanation where any cost item has been input as zero.