

THIS AGREEMENT is dated 29th May 2023,



**ROYAL DUBLIN SOCIETY of
Ballsbridge, Dublin 4**

TENDER FOR: Parking management &
ancillary services at RDS Campus

REFERENCE: Parking management &
ancillary services tender

TENDER RETURN DATE AND TIME

(DEADLINE): Friday 30th July 2023
at 3pm sharp

- 1. Royal Dublin Society, RDS,** is delighted to extend this invitation to tender (ITT) to interested parties who wish to participate in the activities outlined in Schedule 2. Each Tenderer's submission should provide comprehensive details, enabling the RDS to make a well-informed decision and select the most suitable solution.
Upon satisfying the terms and conditions of this ITT, the RDS intends to establish a formal contractual agreement (Contract) with the successful Tenderer. The specific form of the contract, which may include a license arrangement, will be determined in due course.

1.1 Introduction to Royal Dublin Society

Home to Ireland's best-known venue, the RDS is Ireland's Philanthropic Society. Established in 1731, the Royal Dublin Society (RDS) has been a prominent institution dedicated to promoting the arts, sciences, and agriculture in Ireland. With a rich heritage and a prestigious reputation, the RDS serves as a cultural hub and plays a pivotal role in organizing a wide range of events, exhibitions, conferences, businesses and equestrianism.

1.2 Scope of Services

The indicative scope of the service, as outlined in Schedule 2, provides a comprehensive overview of the activities required. Although this list may not encompass every aspect, it serves as a reliable indication of the services expected. The RDS recognizes the dynamic nature of the project and remains open to additional activities and requirements that may arise throughout the duration of the service. Flexibility and adaptability are key attributes sought from the selected service provider to ensure the successful fulfilment of all obligations.

1.3 Contracting Terms

The RDS

a) The organization intends to enter one or more Contracts, subject to successful negotiations, with the selected Service Provider for a maximum period of five years, ensuring a mutually beneficial long-term partnership.

b) It is anticipated that the Services will commence on Sunday, 1st October 2023, allowing for a seamless transition and efficient delivery of the required services from the specified start date.

1.4 Purpose and Scope of this ITT

This ITT

a) Tenderers are requested to carefully adhere to the instructions provided in the remaining sections of this ITT while preparing and submitting their Tenders, ensuring compliance with all stated requirements.

b) This ITT establishes the comprehensive timetable and procurement process that will guide Tenderers throughout the entire procurement cycle, ensuring a transparent and efficient evaluation and selection process.

c) Sufficient information is provided in this ITT to enable Tenderers to prepare and submit a compliant Tender. All necessary details and specifications are outlined to ensure that Tenderers have a comprehensive understanding of the requirements.

d) The administrative arrangements for the receipt of Tenders are clearly explained, including the designated submission channels, deadline, and any specific instructions or requirements pertaining to the submission process.

1.5 Regarding requests for clarifications any enquiries or requests for clarification of any matters arising from this ITT should be sought from Operations Manager, Premises Dept at the RDS and must be made in writing by post or email as follows:

- **Contact name:** Jacky de Vries, Operation Manager
- **Address:** RDS Finance Reception, Anglesea Road, Royal Dublin Society, Ballsbridge, Dublin 4
- **Email:** tenders@rds.ie

1.6 Clarification about the content of Tender

The RDS reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender or request for information during the evaluation phase. Tenderers are asked to respond in writing to these requests promptly and to avoid vague or ambiguous answers.

2. TENDER TIMETABLE

2.1 The key dates

The Timetable is currently anticipated as follows:

EVENT	DATE
ITT Issued	30 th May 2023
Suppliers confirm that they will respond to ITT.	19 th June 2023
Deadline for receipt of clarifications	26 th June 2023
Target date for RDS responses to clarifications.	Week commencing 3 rd July 2023
Deadline for receipt of Tenders.	30 th July 2023
Contract start	1 st October 2023
Target commencement date of the Services.	1 st October 2023

RDS reserves the sole discretion to modify the above Timetable and shall promptly inform all Tenderers of any such changes in accordance with the applicable legal requirements. Furthermore, RDS retains the right to conduct short-listing within the tender process without prior notification, as permitted by the legal framework governing the procurement process.

2.2 Deadline for receipt of Tenders

The respondent is kindly requested to provide confirmation of their intent to submit a response to this ITT by the specified date, either via email (tenders@rds.ie) or by post. It is imperative that all responses to this ITT reach the designated address, following the prescribed method outlined in section 3.1, no later than the stipulated Deadline.

Please note that any Tender received after the Deadline will regrettably not be opened or considered. However, the RDS reserves the absolute discretion to extend the Deadline, and in such instances, all Tenderers will be duly notified of any modifications made to the submission timeline.

2.3 Contract award

The award of the Contract is contingent upon the completion of the RDS's formal approval process. Until all requisite approvals have been obtained, no Contract(s) will be entered into, ensuring compliance with the established procedures and safeguarding the integrity of the procurement process.

2.4 Contract award notification

Upon reaching a decision regarding the contract award, the RDS will promptly notify all Tenderers who have submitted valid tenders. It is important to note that the RDS is not obligated to engage in discussions or provide reasons for declining any particular response.

3. Tender completion information

3.1 Tender Formalities

The envelope, packing or postmark must be sealed and must not indicate the identity of the Tenderer. Tenders with external identification may not be opened or considered. It must be clearly labelled "Parking & Ancillary services" Tender ".

It must be addressed as follows:

**Private & Confidential-Deputy Chief Executive-Premises Dept., RDS Finance
Reception, Anglesea Road, Royal Dublin Society, Ballsbridge, Dublin 4, D04 AK83**

The following requirement must be adhered to when submitting the tender:

- a) The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT;
- b) Each tender must be uniquely named and referenced;
- c) Each page must be single sided;
- d) A table of content must be provided;
- e) A tender must be fully cross-referenced;
- f) A list of supporting material must be supplied;
- g) Pages must be A4 in size or, if required A3 size folded in half;
- h) It is recommended that tender submission be delivered by registered post to RDS Finance Main Reception. RDS will not accept the responsibility for items delivered without registered post.

The Tender submitted by the Tenderer must exhibit clarity, conciseness, and completeness. The RDS retains the right to assign a lower score or exclude a Tenderer from the procurement process if their Tender contains any ambiguities or lacks clarity.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. In the case of a partnership, all the partners should sign or, alternatively, only one may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading. The authority document included in Schedule 4 must be fully completed and returned with any Tender.

Please supply details of the person at your organisation who can be contacted by the RDS in relation to your response. Please give details of any other people within your organisation who should be contacted to answer queries in relation to specific areas of your response. For each person please give their:

- Name:
- Title:
- Address and Location:
- Telephone number:
- Email Address:

3.2 Contract

Certain details relating to the Contract that the RDS proposes to use will be available in strictest confidence as part of the clarifications process at 1.5 above. Any details of the contract may be subject to change by the RDS, at their sole discretion.

3.3 Documents forming contract

The following document form part of contract with RDS and Successful Tenderer(s).

- a) The contract and its schedule;
- b) The specification;
- c) Responses to requirements in the form required by Customer (as completed by Service Provider)
- d) Data processing agreement

3.4 Changes affecting the tenderer

Tenderers are required to notify the RDS in writing of any change in control, composition, or membership of their organization. In such instances, the RDS retains the right to disqualify the Tenderer from further participation in the procurement process.

3.5 Consortia and Sub-Contractors

As part of the tender submission, all Tenderers are obligated to clearly identify any subcontracting arrangements that are applicable to their Tender. The RDS requires specific and precise information regarding the entity proposed by the Tenderer to act as the Service Provider.

3.6 Warnings and Disclaimers

While every effort has been made to ensure the accuracy and completeness of the information provided in this ITT, neither the RDS, its advisors, nor any other awarding entities accept any liability, in any circumstances, for the accuracy, adequacy, or completeness of the information. No express or implied warranty is given in relation to the information contained herein.

This exclusion of liability extends to any claim arising from the accuracy, adequacy, or completeness of any statement, opinion, or conclusion contained in this ITT (including its Schedules) or in any other written or oral communication transmitted or made available to any Tenderer. No representations or warranties are made regarding the accuracy, adequacy, or completeness of such statements, opinions, or conclusions.

It is important to note that this exclusion of liability does not extend to any fraudulent misrepresentation made by or on behalf of the RDS. All suppliers should note that any quantities or volumes contained in this ITT are for indicative purposes only, and any future quantities or volumes may vary from those stated.

If a Tenderer proposes to enter into a Contract with the RDS, it must carry out its own due diligence enquiries and rely only:

- On its own enquiries and judgment in relation to this procurement, including the preparation of its Tender;
- On the terms and conditions set out in the Contract(s) (as such Contract may be varied or updated and as and when finally executed), subject to the limitations and restrictions specified in it;

Neither the issue of this ITT, nor any of the information presented in it, or in a clarification should be regarded as a commitment or representation on the part of the

RDS (or any other person) to enter into a contractual arrangement.

All tenderers are recommended to seek their own financial, HR and legal advice.

3.7 Confidentiality

The contents of this ITT are strictly confidential and must not be copied, reproduced, distributed, or shared with any other person at any time, except for the sole purpose of facilitating the Tenderer in preparing and submitting their Tender. Any unauthorized disclosure or use of the information contained in this ITT is strictly prohibited and may result in legal consequences.

3.8 Publicity

No publicity concerning the Services, or the award of any Contract shall be allowed without the prior express written consent of the RDS. Any communication, announcement, or publicity related to the Services or the contract award requires explicit written permission from the RDS before it can be shared or disseminated.

3.9 RDS Right's

- a) The RDS reserves the right to modify, waive, or alter the requirements stated in this ITT at any time, without prior notice or obligation to notify the Tenderers.
- b) The RDS retains the right to seek clarification or request additional documents from any Tenderer regarding their submission. This may be done to ensure a thorough evaluation of the Tender and to seek any necessary clarifications or supplementary information.
- c) The RDS reserves the authority to disqualify any Tenderer that fails to submit a compliant Tender in adherence to the requirements and instructions specified in this ITT.
- d) The RDS retains the right to disqualify any Tenderer found guilty of misrepresentation regarding their Tender, expression of interest, or any aspect of the tender process. Any attempts by a Tenderer to directly or indirectly influence or engage in discussions with RDS employees regarding the Contract award will result in disqualification. The RDS may exclude Tenderers from the tender process if they are found to be in breach of confidentiality or intellectual property rights and reserves the right to pursue appropriate remedies or take necessary actions to address such breaches.
- e) The RDS reserves the right to withdraw this ITT at any time or to re-invite Tenders, either on the same terms or with any alternative basis deemed appropriate by the RDS.
- f) The RDS reserves the discretion to choose not to award any Contract as a result of the ongoing procurement process, without being obligated to provide any justification or explanation for such a decision.

- g) The RDS retains the authority to make any necessary changes to the Timetable, structure, or content of the procurement process, as deemed necessary, based on approvals processes or any other valid reasons. These changes may be implemented at the sole discretion of the RDS.

3.10 Tender Costs

Under no circumstances will the RDS be liable for any costs, expenditures, work, or efforts incurred by a Tenderer in conducting inquiries, proceeding with, or participating in this procurement process. This includes situations where the procurement process is terminated or modified by the RDS. Tenderers are solely responsible for any costs or expenses they may bear throughout the process.

3.11 Intellectual Property

All intellectual property rights pertaining to this ITT and all materials furnished by the RDS or its professional advisors in relation to this ITT shall be and remain the exclusive property of the RDS and/or its professional advisors.

SCHEDULE 1: LICENCE-CONTRACTS

Draft contract/licence or contract/licence details

Available in strictest confidence upon request from confirmed tenderers under the conditions of the clarifications section at 1.5 above:

SCHEDULE 2: SPECIFICATIONS

Operational Specifications

- All personnel should hold good local knowledge and command of the English language.
- Provision of a contract manager to liaise with the RDS supplying agreed reports both financial and operational.
- Provide full time site supervision.
- All personnel to be trained to the highest customer service levels.
- All personnel to be properly uniformed with the correct PPE. (please include suggested colour photo of branded clothing)
- Staffing levels and parking plans to be agreed at weekly operational meetings.
- Work with the RDS on its good neighbour policy proposing, introducing & assist with implementing new initiatives
- Maintaining the cleanliness of surface car parks, general litter picking.
- Appropriate Health & Safety standards to be maintained at all times including hazard notification and risk mitigation.
- Provision of all operating equipment, transportation, buggies, fuel, clamps, cleaning equipment, Radio's,
- Provision of all permit issue systems to all patrons of various categories.
- Cash collection and banking including audit and reconciliation reporting.
- Garda vetting of all site personnel.
- Site personnel to be fully conversant in current Child Protection legislation.
- Contribute to the RDS Sustainability policies and accreditation (i.e. ISO50001)
- Complaints register to be maintained. The successful contractor for the RDS car park tender will be required to handle both appeals and complaints regarding the service and other related matters. The contractor will be responsible for thoroughly investigating and addressing complaints, providing an overview of complaints to the RDS. If the RDS wishes to review a complaint, the contractor will fully cooperate, facilitating interviews with their staff as necessary to ensure a comprehensive resolution to the complaint.
- Aspire to achieve service consistent with European Parking standard check list.
- RDS maintains a Members car park Monday to Friday 07.00hrs to 19.00hrs one attendant must be provided in this area as part of the Tender Package.

-Provision of Gate Security & Cleaning Attendant to be included in the Tender package.

-Gate Security X 1 Attendant 07.00hrs -19.00hrs Daily Monday to Friday including bank holidays

Cleaning Attendant- 07.00-11.00hrs Monday to Friday –Litter picking and service of outdoor bins including bank holidays.

Financial Specifications & considerations:

1.RDS require Tenderer to state the percentage (and/or part-percentage) of the ex-vat receipts to be paid /retained in consideration for

- (a) each individual service AND separately,
- (b) the entire suite of services.

Additionally, the RDS kindly requests that Tenderers provide an ex-vat labour hourly rate to be applied in situations where additional labour is needed by the RDS beyond what is specified in this tender.

2. Please provide a soft copy, preferably in MS Excel format, of the Monthly, Year-to-Date, and Rolling 12-Month Revenue by gate location/HHU (Handheld Unit) by hour, day, and month. This data should be submitted by 5pm on the third working day at the beginning of each new calendar month, covering the previous calendar month.

The data should include a comparative summary against previous months and the same month in the prior year. Additionally, please include an explanation for any fluctuations observed in the revenue data.

3. Please submit the full suite of Key Performance Indicator (KPI) and Cash Verification reports by 5pm on the fifth working day of each new calendar month. These reports should provide comprehensive details of all verification audits conducted and discrepancy investigations undertaken during the previous month.

4. The Annual Broker is required to provide confirmation of insurances to the RDS at each renewal. This confirmation should include written documentation stating that the Royal Dublin Society (RDS) is named as a co-insured or joint insured under the insurance policy. Furthermore, the policy should include a cross-liabilities clause, where applicable.

5. The allocation of RDS site-specific technology and handheld devices (HHU) along with backup devices is required. In addition, the RDS requests unrestricted read and monitor access to the live and historical handheld data stored on those devices, specifically as they pertain to the operations and activities of the RDS.

6. The Tenderer must provide evidence of their tax clearance status. This includes submitting valid documentation or certificates verifying their compliance with tax

obligations and demonstrating that they are in good standing with the relevant tax authorities.

Other considerations:

Demonstrate ability to proactively manage parking queues and fast track/ trouble shoot in the case of cars backing up/ queueing onto road (i.e. site-specific training).

SCHEDULE 3: FORM FOR TENDER

FORM FOR TENDER: TENDER CERTIFICATE

To:

Date:

PROVISION OF: Parking & ancillary services

REFERENCE NUMBER: Parking & Ancillary services tender

I hereby affirm that I possess the necessary authority to sign this Tender and affirm that I have fully adhered to all the stipulations and obligations outlined in the ITT.

Signature: _____

Name and Status: _____

Signature: _____

Name and Status: _____

For and on behalf of _____

[NAME OF COMPANY, PARTNERS OR CONSORTIUM]

Co. Reg No: _____

CHY No: _____

Vat Number: _____

Tax Clearance Access No.: _____