



Oifig an Ard-Rúnaí
An Roinn Oideachais agus Scileanna

Office of the Secretary General
Department of Education and Skills

Ms. Niamh Maguire
Secretariat to the
Committee of Public Accounts
Leinster House
Dublin 2

Our reference S1411078
PLEASE QUOTE REFERENCE NUMBER ON ALL CORRESPONDENCE

(0 June 2014

Supply of follow-on information arising from PAC hearing of 15 May 2014

Dear Ms Maguire,

I refer to your letter of 26th May 2014 concerning information I undertook to supply to the Committee during the course of the hearing on 15th May 2014.

1. Cork VEC and Cork Institute of Technology (CIT)

(a) Number of board meetings

The Department has sought the information from the Cork Education and Training Board and will supply it to the Committee as soon as possible.

(b) Expenses paid to board members, (c) Names of board members and length of time they have held positions, and (d) Details of people who are a member of both Cork IofT and Cork ETB boards, and whether they are entitled to payment for each position.

The Department has sought the relevant information from both the Cork Institute of Technology and the Cork Education and Training Board. The Department will collate and supply the information to the Committee as soon as possible. In the interim, I attach for your information details of the membership of the Governing Body of Cork Institute of Technology at Appendix One.

2. Details of the PPP Contract Manager in Cork Institute of Technology

The details sought by the Committee are supply at Appendix Two.

3. Costs relating to Commissioning and Delivery of Portraits

I have been advised that two paintings were commissioned for €20,000 in 2008 by the Cork Institute. The two paintings were commissioned and painted by the Irish artist Mick O Dea, RHA. CIT has advised through the Higher Education Authority that no out of pocket expenses were expended in the procurement of the paintings.

4. Whistleblower correspondence relating to Cork Institute of Technology

The correspondence received by the Committee relating to a range of issues in Cork Institute of Technology is very detailed. The Higher Education Authority is liaising with the Cork Institute to consider the anonymous allegations and when that review has concluded I expect to be in a position to comment further to the Committee.

5. Tendering Arrangements of Bus Éireann

I attach at Annex one the tendering arrangements for Bus Éireann as updated in 2011.

6. Residential Institutions Redress

(a) Funding of Survivor Groups

In the aftermath of the Taoiseach's apology in 1999, a number of support groups were established to represent and promote the interests of former residents of institutions. The Department commenced funding groups in 2001 and as noted in the C&AG's Special Report No 74;

- The Department provided funding of some €6.3m to these groups in the period 2001 to 2009 inclusive (excluding NOVA and the Origins Service);
- 11 groups (6 based in Ireland and 5 outreach service based in the UK) had received funding from the Department;
- In 2009 both the Department and the HSE funded survivor groups with the bulk (75%) being channeled through the HSE.

The Department continued to provide funding to the groups up to the end of 2013, with a further €1.2m funding being provided. The following table shows the funding provided in 2013.

Irish Groups	2013 Funding
Alliance	€8,970
Right to Peace	€3,232
Right of Place ¹	€12,334
Irish Survivors of Institutional Abuse International/ True Survivors of Institutional Abuse	€5,000
Irish SOCA	€3,743
Total	€33,279
UK Groups	
Manchester Irish Community Care	€32,224
London Irish Centre	€60,888
Coventry Irish Society ²	€82,710
Federation of Irish Societies	€11,866
Total	€187,688
Overall Total	€220,967

The funding provided by the Department of Education and Skills was for an information and referral service to former residents wishing to access the various schemes set up by the Government (including the Redress Board, Child Abuse Commission, the former Education Finance Board, the Origins and National Counselling Services). The funding ceased in December 2013 reflecting the fact that the Commission had reported, the work of the Redress Board and the Education Finance Board was coming to an end and that the new Residential Institutions Statutory Fund (Caranua) is responsible for advising former residents of its services. Caranua commenced inviting applications in January 2014.

(b & c) Requirements on organisations to account for the money received and whether properties were purchased with the funding provided.

The funding allocations to the various groups were made following an assessment of activities in order to ensure that they came within the scope of the information and referral service. Accounting terms and conditions were set with particular emphasis on the production and retention of receipts and audited accounts.

The funding provided by this Department to Right of Place in Cork was channelled through the City of Cork VEC and expenditure of these funds was monitored by a co-ordinator engaged by the VEC on behalf of the Department. Expenditure receipts were provided to the co-ordinator along with the annual accounts of the organisation and details of the receipts and copies of the annual accounts were provided to the Department. This organisation receives the majority of its funding from the Health Service Executive and, as advocated by the Comptroller and Auditor General in his Special Report No 74, the Department liaised with the HSE to ensure a co-ordinated approach to its funding and that no duplication of funding arose. The Department's funding was solely for the provision of an information and referral service to survivors and it had no function in the operation of the Right of Place Building Project Limited or any other property/accommodation services managed by the organisation.

¹ Includes some costs of co-ordinator

² 2013 expenditure includes cost of redundancies

The HSE also provides funding to the Aislinn Centre in Dublin. The Centre is not in receipt of any direct funding from the Department of Education and Skills. However, the City of Dublin Education and Training Board (CDETb) which is funded by this Department, provides teaching hours for the provision of educational courses within the Centre. CDETb provided funding of some €36,000 (for 800 tuition hours) to the Centre in 2013 and 2014. A cash grant of €3,600 was also provided for equipment and materials. The service is funded under the Department of Education and Skills' Adult Literacy and Community Education Fund.

(D) Update on the current status of the Transfer of Properties from the Religious Congregations to the State.

Under the 2002 Indemnity Agreement the Department agreed in principle with CORI that a total of 64 properties would be accepted subject to good and marketable title and agreed valuations. This number has reduced to 61 as the Department has accepted and received a cash sum in lieu of three properties where good and marketable title could not be established.

Good and marketable title has been established on 41 properties which have been fully transferred and there are no outstanding issues. The total value of these properties is €41,373,725, which represents 65.2% of the total monetary value of all the properties transferring under this aspect of the Indemnity Agreement, excluding cash in lieu. A list of these properties and their valuations are attached at Appendix Three along with a list of those yet to be fully and finally completed.

Work is continuing to complete the legal requirements to finalise the transfer process of the remaining 20 properties under the terms of the Indemnity Agreement. This has proved to be a complex process but considerable progress has been made and the Department expects that a number of properties will be fully transferred under the Agreement in the next few months.

It is likely that 9 of the remaining properties which are transferring either to this Department or to the Health Service Executive, will not meet the standard of good and marketable title required by the 2002 Agreement. In July 2013 the Government agreed that the Minister for Education and Skills may accept properties pursuant to the Indemnity Agreement that may not fully meet the standard of good and marketable title. Where the qualification is technical and does not materially affect the valuation of the property it is proposed to accept same. The acceptance of these properties is currently being considered.

The Department is continuing to actively engage with the Chief State Solicitor's Office who liaise with the solicitors for the congregations and the solicitors acting on behalf of the HSE.

7. Additional follow up in regard to other VEC/ETB issues

During the course of the Committee hearing on the 15th May a number of other VEC/ETB issues were raised. Information has been sought from the relevant ETB's in this regard and will be supplied to the Committee as soon as possible.

Correction of Factual Inaccuracies at Hearing on 15th May 2014.

I would also like to take the opportunity to correct the record of the Committee hearing of the 15th May in respect of a number of inaccurate comments that were made at the hearing. The following are clarifications provided to correct the inaccurate statements in the draft transcript.

Correction - Page 10 of the transcript – paragraph two, last sentence, where the speaker Secretary General Seán Ó Foghlú said “to shortlist tenders for the Grangegorman PPP Development”. The word “tenders” should read “tenderers”.

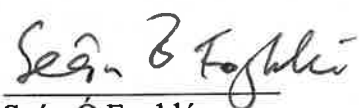
Correction - Page 31 of the transcript – mid page, where the speaker Secretary General Seán Ó Foghlú said “this is one of the reasons..”. Sentence two of that paragraph should read “We got” and not “We get”.

Correction - Page 32 of the transcript, at the top of the page, where the speaker Secretary General Seán Ó Foghlú is discussing the Higher Education Authority. Line 6 commences with “Even as late as this week, the HSE..”. The reference here should read as the “HEA” and not the “HSE”.

Correction - Page 32 of the transcript at the top of the page where the speaker Secretary General Seán Ó Foghlú said “Is the Chairman referring ... involving Mr. Brian Kenny”. The reference to the name is incorrect and “Kenny” should read as “Lynch”.

I would be grateful if the follow on information and clarification can be brought to the attention of the Committee at the earliest opportunity.

Yours sincerely,



Seán Ó Foghlú
Secretary General

**CORK INSTITUTE OF TECHNOLOGY
GOVERNING BODY**

Chairperson: Mr. Bob Savage Appt. 29th July 2011 for 5 years

President: Dr. Brendan Murphy ex officio

Governing Body members appointed 1st April 2010 for a period of 5 years. Cllr. Hegarty replaced Aileen Pyne MCC (RIP). Students are appointed for a period of one year.

Six appointed under Section 4(1)(a) and (b)

Cllr. J.A. Corr (City of Cork VEC)
Cllr. Catherine Clancy (City of Cork VEC) *
Mr. Ted Owens (City of Cork VEC)
Barra Ó Briain, (Co. Cork VEC)
Cllr. Mary Hegarty (Co. Cork VEC) Appt. 13th Feb 2012 to 31st March 2015
Rt. Rev. Canon G.A. Salter (Co. Cork VEC)

Two appointed under Section 4(1)(c)

Dr. Áine Ní Shé (Academic staff representative) *
Mr. John O'Sullivan (Academic staff representative)

One appointed under Section 4(1)(d)

Mr. Eoin Deane (Non-academic staff representative)

Students are appointed for a period of one year

Two appointed under Section 4(1)(e)

Mr. Danny O'Donovan (Student representative) (to 30th Sept 2014)
Ms. Ciara O'Connor (Student representative) (to 30th Sept 2014) *

One appointed under Section 4(1)(f)

Ms. Áine Piggott (ICTU) *

Five appointed under Section 4(1)(g)

Ms. Valerie Gleeson (Arts Council) *
Ms. Mary Keane (Assoc. of Principals and Vice Principals of Post Primary Schools) *
Mr. Billy O'Neill (Institution of Engineers in Ireland)
Mr. Jim Woulfe (Irish Co-Operative Organisation Society Ltd.)
Mr. Mark Whitaker (Cork Chamber of Commerce)

* denotes female member of the Governing Body

PPP Contract Manager in CIT

Academic Qualifications

B.Sc. (1st Hons) – NUIG
H. Dip. Ed (1st Hons) – NUIG
M.Sc. (Research) – NUIG
M.Ed (1st Hons) – UCC

Relevant Experience

The PPP Contract Manager at CIT has 37 years experience in third-level education. He was Head of a Science Department at CIT for 14 years and has been Vice President for Development since 1996. He has extensive experience of public sector procurement and the development of major infrastructure at the Institute over this period.

Specific Experience of PPP Contracts

The Contract Manager led CIT's input into the contract negotiations for both PPP projects at CIT (the National Maritime College of Ireland and the CIT Cork School of Music) from the outset, and worked closely with DoES officials, the NDFA and their advisors in developing the detailed brief and specifications for each of these projects.

Of particular relevance to his current role as Contract Manager*, is the fact that, he had a major input into the **User Requirements, Output Specifications, Services Requirements and Facilities Management Agreements** for both projects. This understanding of the **Project Deliverables** left him very well placed to monitor the Operators' delivery and compliance with the requirements of these contracts during their Operational phases following the Services Commencement date at project handover.

The Contract Manager is also supported in this role by the Building & Estates Office and the Finance Office at CIT.

Within CIT, this individual also led the development of CIT's very successful Rubicon (Innovation) Centre – currently housing 55 start-up companies – and a number of significant R&D facilities funded under the HEA's Programme for Research in Third Level Institutions (PRTLII) among other infrastructure projects.

*Note: A detailed list of Duties and Responsibilities of the Minister's Contract Manager is attached overleaf for information.

Duties & Responsibilities of the Minister's Contract Manager

General

Ensure constructive engagement with their PPP partners, through well-informed knowledge and interpretation of the Project Agreement and of all existing rights and obligations as set out in the project documents so as to facilitate a clear understanding by all parties of their professional responsibilities and obligations under the contract.

The Contract Manager will:

1. Provide a single point of contact with responsibility for co-ordinating the activities and collating the views of the public sector contracting party on a specific PPP project and representing these views in discussions with private sector Operator (i.e. the SPV and FM sub-contractors).
2. Be deemed authorised to act generally for the Minister save in respect of matters arising under certain specified Clauses in the Contract (e.g. such as Operator Default, Termination etc.)
3. Engage constructively and in a timely manner when dealing with private sector parties on specific PPP contracts and be available for consultation at all reasonable times.
4. Meet with their relevant private sector contract managers on a regular basis to discuss and develop joint strategies to deliver efficiencies and savings.
5. Ensure that any engagements take into account the costs likely to be incurred by all parties and the economic benefit likely to be gained and act to minimise unnecessary expenditure.
6. Ensure constructive engagement with the PPP partner through the reasonable interpretation of all existing rights and obligations, taking into account statutory obligations and public service needs as set out in the project documents.
7. The Ministers Contract Manager shall, if requested by the Operator, make arrangements whereby they, or a delegated nominee, can be contacted outside normal working hours in the event of an emergency.
8. All instructions or decisions or requests shall be communicated in writing to the Operator by the Minister's Contract Manager. (The Operator is not entitled to place reliance on any instruction, decision or request or other communication unless it is given or confirmed in writing).
9. The Minister's Contract Manager will keep all matters relating to the operation of the contract confidential to those who need to be kept informed.
10. Ensure that the Helpdesk is operating in compliance with the Project Agreement and that public sector staff in the facility use the Helpdesk as opposed to informal processes.

11. Review the general operation of the Helpdesk at the Client Liaison Meetings and provide a summary overview at year end.
12. Attend all Client Liaison Meetings and ensure that they are properly minuted (a responsibility of the Operator).
13. Monitor the Obligatory Deliverables as per the Contract (see attached also)
 - Five Year Maintenance Plan (Updated annually)
 - Utility Consumption patterns for first 2 years
 - Monitor and approve the operation of TPU and public sector share of TPI
 - Monitor and ensure receipt of any Guaranteed Sums in respect of TPI, Catering/Vending as per the contract.
 - Check that all Insurance Policies are in date and comply with the terms of the Project Agreement
14. Monitor “**Availability**” of all spaces in the facility and identify any “**Service Deficiencies**” and formally report to the Operator in a timely fashion.
15. Examine and sign-off on the Monthly Reports and raise any issues arising in a timely fashion.
16. Report to the Finance Function (DoES, NDFA or other) with respect to any “**Unavailability**” issues and identify any “**Service Deficiencies**” as per the contract.
17. Assist in the calculation of any Deductions on the monthly Unitary Charge (UC) arising from the previous item (16 above).
18. Ensure that there is a well-functioning Health & Safety Committee at the facility (preferably operated jointly) with regular minuted meetings.
19. Agree any changes which are the subject of a formal Change Order under the contract and secure the necessary authorisations to proceed with these as requests to the Operator/SPV.

Property Transfers Fully and Finally Accepted under the Indemnity Agreement

1	Doon, Co Limerick	€640,000.00
2	St Coleman's Rushbrook	€571,380.00
3	Playing Field Carna	€175,000.00
4	Secondary School & Site, Ennistymon	€980,000.00
5	Mohill Community School Site	€520,000.00
6	Terenure Secondary School	€4,500,000.00
7	Site at Merrion	€8,900,000.00
8	Two Properties at Tuam	€3,020,000.00
9	Nursery Buildings Goldenbridge	€570,000.00
10	24 Westcourt Tralee	€184,110.00
11	Site at Glenamaddy	€600,000.00
12	11 Acre Site at Virginia Road, Kells	€825,000.00
13	Deenagh House, Killarney	€215,265.00
14	St Anne's Secondary School	€2,600,000.00
15	28 The Woodlands	€270,000.00
16	Vacant Buildings and Land at Rathdrum	€349,200.00
17	Gate Lodge, Goldenbridge	€220,000.00
18	1 Garravogue Road, Raheen, Co Limerick	€228,550.00
19	23 Woodlea, Tralee, Co Kerry	€152,370.00
20	Goldenbridge Group Homes	€1,269,700.00
21	Ballymote Co Sligo	€38,000.00
22	15 The Willows	€114,280.00
23	Presentation Convent, Hospital, Co Limerick (to DES)	€175,000.00
24	Traveller Site at Blackrock	€3,045,000.00
25	St Teresa's Temple Hill Blackrock	€3,045,000.00
26	Belmullet Co Mayo	€140,000.00
27	59 Hollybank Road, Drumcondra	€570,000.00
28	Mount St Joseph Passage West	€914,210.00
29	Building & Site at Edgeworthstown	€598,045.00
30	Avondale, Waterford Road, Kilkenny	€330,000.00
31	Site at Longmile Road, Walkinstown	€325,000.00
32	Presentation Convent Hospital, Limerick (to Hosp. Vol. Hous. Assoc.)	€254,000.00
33	Convent Land at Barrack Street Limerick	€625,000.00
34	2 Moyle Crescent, Clondalkin	€325,000.00
35	.28 Acre Site at Dolphin Park, Crumlin	€250,000.00
36	Holy Cross Gardens Killarney	€1,270,000.00
37	23 Parnell Square	€1,270,000.00
38	Convent at Newport	€635,000.00
39	Ballina	€38,000.00
40	Airne Villa, Rock Road, Killarney, Co Kerry	€221,615.00
41	6 Mount Vincent Terrace Limerick	€400,000.00
		€41,373,725.00

Properties yet to be fully & finally completed under the Indemnity Agreement

1	The Vineyard Child Centre
2	St Patrick's Upton, Cork
3	Respite Centre, Garretstown, Cork
4	5 Avondale Drive, Bandon, Cork
5	Kildron, Roundhill, Old Chapel, Bandon, Cork
6	Gentili, Farahoe, Innishannon, Cork
7	Benvon, 5 Bishopstown Road, Bishopstown, Cork
8	Roseboro, 2 Firgrove Gardens, Bishopstown, Cork
9	10 The Priory, Old Chapel, Cork
10	4 The Hawthorns, Macroom Road, Bandon, Cork
11	Former Old Schoolhouse, Garretstown, Co Cork
12	Mounthawke, Tralee, Co Kerry
13	Waterpark, Newtown Road, Waterford
14	Lands at Mullaghmonaghan, Co Monaghan
15	Cork Street, Dublin 8
16	Coisceim Cappoquin Waterford
17	Emohruo, Cappoquin Waterford
18	Sacred Heart Centre Waterford
19	Lands & Buildings at Lota Glanmire
20	Moate National School, Aghanargit, Westmeath

SCHOOLS TRANSPORT PROCUREMENT PROCEDURES



Issued by the Procurement & Materials Manager,
Bus Éireann,
Dublin 7.
March 2014.

1. SCHOOL TRANSPORT SCHEME OVERVIEW

- 1.1 Due to the nature, volume and complexities of the School Transport Scheme, there is a requirement to establish panels of suitably pre-qualified potential service providers in each School Transport local office (as opposed to each Bus Éireann Region) so that they may be invited to tender for the provision of services on School Transport Scheme routes (the "Operating Boards") in an efficient and effective manner. These panels are established on a county basis (County Dublin and County Cork are sub-divided) and on the basis of the vehicle types required i.e. double-deck coach, large coach, medium coach, mini coach and taxi (the "Qualification Panels").
- 1.2 There are eleven (11) local school transport offices spread throughout the country within the five Bus Éireann Regions, i.e. East, West, South, South West and North West (the "Regions"). There is a Regional Manager in each Region who is responsible for the operation of all Bus Éireann services in the region including school transport services. Each Region also has a Regional School Transport Manager who reports directly to the Regional Manager and is responsible for the local school transport offices in their Region. School transport policy and the application of the School Transport Scheme nationally on behalf of the Department of Education & Skills is coordinated by the Manager, School Transport, and communicated to the Regional School Transport Manager.
- 1.3 Approximately 114,000 school children are transported to and from school each school day which equates to approximately 6,000 routes and almost 3,500 Operating Boards. Services are planned in conjunction with local school transport networks that are designed to ensure each vehicle is as fully utilised as possible, with most providing several separate trips in a co-ordinated fashion each morning and afternoon. The planning of the School Transport Scheme services is influenced by time constraints arising from the structure of the school year, schools calendar of services, the availability of details in regard to new pupils coming on stream, and the choices which families may make in relation to their acceptance of the transport facilities offered to them. Consequently, it is not known for certain how many service providers will be needed until approximately two months in advance of the annual school term which commences in late August each year.
- 1.4 It is important, therefore, that the procurement process applied takes cognizance of the above factors and is sufficiently flexible to deal with them satisfactorily.
- 1.5 Bus Éireann may amend or adjust this process to improve, streamline or align it in accordance with developing procurement procedures and applicable law.

2. SCHOOL TRANSPORT SCHEME PROCUREMENT PROCESS

- 2.1 In 2011, a revised School Transport Scheme tendering process was introduced, enhancing the existing process. This is a competitive procurement process conducted in accordance with the negotiated procedure under EU Directive 2004/17/EC.
- 2.2 Under the process, Bus Éireann advertises the establishment of a qualification system each year in respect of a percentage of the Operating Boards. Compliant applicants are evaluated against published selection criteria and successful applicants are admitted to their selected Qualification Panels. It is intended that the Qualification Panels will be

maintained for a period of five years from the date of their establishment (the "Term"). Operators can apply to qualify to a Qualification Panel(s) at any time throughout the Term.

- 2.3 During the Term, when requirements for school transport services arise, service providers on the relevant Qualification Panels may be invited to submit a tender for those services (the "Invitation to Tender"). Compliant tenders are evaluated against published award criteria. Successful tenderers are awarded a contract for up to five years, subject to an annual review. This review includes the service provider's performance and production by the service provider of current versions of all documents required by Bus Éireann, which currently includes: the road passenger transport operator's licence, vehicle registration certificate, motor insurance certificate, vehicle licence, certificate of roadworthiness, driving licence, completed insurance questionnaire, tax clearance certificate and evidence in a specified form of driver attendance at CPC (Certificate of Professional Competence) training (the "Contract Documentation"). If the service provider fails to produce this documentation, or produces documentation which is inaccurate, false or is not in order, appropriate action can be taken by Bus Éireann up to and including contract termination.
- 2.4 Currently, it is intended that all Operating Boards in respect of service provider-operated mainstream services will be tendered in this way by the start of the school year in August 2014 and all Operating Boards in respect of SEN services will be tendered in this way by the start of the school year in August 2016. Each local office manages this process to ensure each category of vehicle i.e. double-deck, large, medium, minibus and taxi are captured. The process is subject to audit. The Regional Schools Transport Manager oversees the process in his/her Region to ensure the process is followed correctly.

3. SUMMARY OF THE PROCUREMENT PROCESS

3.1 Advertisement

A notice is placed on www.etenders.gov.ie and in the Official Journal of the European Union (OJEU) each year notifying the market of Bus Éireann's intention to establish a qualification system for the transport of school children to and from school (the "Notice").

3.2 Applicant Pre-Qualification Questionnaire

A Pre-Qualification Questionnaire document (the "PQQ") is attached to the Notice for download from <http://www.etenders.gov.ie/> or can be obtained from the local schools office. The PQQ must be completed by applicants and returned to Bus Éireann. In order to be considered for services commencing at the beginning of the school year immediately following establishment of the Qualification Panel (the "First Call For Competition"), applicants must submit a completed PQQ by the closing date and time specified in the PQQ. Applicants who submit a PQQ after the closing date and time, are not considered for the services tendered under the First Call for Competition but, if successful upon evaluation of their PQQ, they are admitted to their selected Qualification Panel and may be invited to tender for any requirements for relevant services that arise thereafter during the Term.

3.3 PQQ evaluation

Submitted PQQs are opened using a controlled process in the presence of two authorised persons who stamp and record the responses. Compliant PQQs are evaluated and scored

against the selection criteria published in the PQQ. Successful applicants are admitted to their selected Qualification Panels for the Term.

3.4 Notification of Unsuccessful Applicants

Unsuccessful applicants are notified in writing by Bus Éireann in accordance with the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010 (S.I. No. 131 of 2010). They are given their score and the score achieved by the lowest scoring applicant admitted to the relevant Qualification Panel as well as a summary of the reasons for the rejection of their application. As this is a Qualification System, unsuccessful applicants may re-apply - if they are then successful, although they are not eligible to be invited to tender as part of the First Call For Competition, they are admitted to their selected Qualification Panel and may be invited to tender for any requirements for relevant services that arise after the First Call For Competition during the Term.

3.5 Invitation to Tender, Evaluation and Award

Applicants who are successful in qualifying to a Qualification Panel are invited to tender as requirements for services arise which relate to their Qualification Panel. This may be as part of the First Call For Competition and/or subsequent to the First Call For Competition. Tenderers who submit compliant tenders by the closing date and time specified in the Invitation to Tender documents are evaluated against the award criteria published in the Invitation to Tender documents. As the negotiated procedure is used, Bus Éireann may negotiate with, and may seek best and final offers from, tenderers. A successful tenderer is selected for each Operating Board under tender and awarded a contract, subject to production of current original versions of the Contract Documentation.

3.6 Notification of Unsuccessful Tenderers.

Unsuccessful tenderers are notified in writing by Bus Éireann in accordance with the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010 (S.I. No. 131 of 2010). If their tender was admissible, they are given their score and the score of the successful tenderer as well as the characteristics and relative advantages of the successful tender. Unsuccessful tenderers (as well as successful tenderers) remain on the Qualification Panel and may be invited to tender again if requirements for relevant services arise during the Term.

3.7 Contract Execution / Annual Review

Prior to contract execution, there is a final Inspection of all the Contract Documentation. The original and current version of the Contract Documentation must be produced at contract execution stage. In the event of non-compliance, the tenderer may be eliminated and Bus Éireann may negotiate with and award the contract to another compliant tenderer. This requirement also applies at each annual review.

3.8 An Garda Síochána Vetting

Vetting by An Garda Síochána is mandatory for all persons providing transport services to school children. Such vetting is arranged by Bus Éireann for service providers and their nominated drivers as well as for Bus Éireann employees. In the event that a service provider is deemed unsuitable, Bus Éireann reserves the right to disqualify the service provider. In such circumstances, Bus Éireann may seek a replacement immediately from the established Qualification Panel(s) so that there is no interruption in providing the services or additional cost incurred.

In the event that a service provider is deemed suitable, but the nominated driver allocated to the school service is not, the service provider may be asked to replace this driver. In such circumstances, if the service provider fails to replace the driver, Bus Éireann may take appropriate action, up to and including contract termination.

3.9 Panel(s) Shortage

In the event that there are insufficient responses to the tender competition and/or Bus Éireann has a shortage of service providers on the Qualification Panel(s), Bus Éireann may enter direct negotiations without a further call for competition