

**DEVELOPMENT AGREEMENT TO DELIVER 'BLOCK C' – THE MIXED-USE
COMPONENT OF THE DUBLIN CITY COUNCIL EMMET ROAD DEVELOPMENT
SITE IN INCHICORE, DUBLIN 8**

PROJECT INFORMATION MEMORANDUM

Procedure:	Competitive Procedure with Negotiation
eTenders Ref:	8447771
Issue Date:	25 June 2026
Query Closing Date and Time:	10 July 2026 12:00 (noon)
PQQ Closing Date and Time:	28 July 2026 12:00 (noon)
PQQ Submissions/ Queries to be submitted via:	<u>www.etenders.gov.ie</u> only
Note: Information relating to this pre-qualification stage, including clarifications and changes, will be published on <u>www.etenders.gov.ie</u> .	

Contents

1	Disclaimer.....	1
	Glossary.....	2
2	The Contracting Authority and the Project.....	3
2.1	The Contracting Authority	3
2.2	The Project.....	4
2.3	Purpose of the PQQ Documentation.....	7
3	The Development Agreement and the Competition	8
3.1	Development Agreement	8
3.2	The Competitive Procedure with Negotiation.....	8
4	Instructions to Candidates	11
4.1	Queries	11
4.2	SMEs	11
4.3	Consortia.....	11
4.4	Reliance on resources of Other Entities	12
4.5	Conflicts of Interest	12
4.6	Confidentiality	13
4.7	Costs	14
4.8	Reserved Rights	14
4.9	Amendments to PQQ Documentation	14
4.10	Non-Participation	14
4.11	Acceptance of Terms	15
4.12	Ambiguity.....	15
4.13	Registrable Interests.....	15
4.14	Canvassing	15
4.15	Collusion	15
4.16	Candidate’s Warranties	16
4.17	Data Protection.....	16
4.18	Change in Information.....	17
4.19	Disqualification	17
4.20	Interference	17
4.21	Provision of false or misleading information.....	17
4.22	Publicity	18
4.23	No Contract	18
4.24	Sanctions against Russia	18

4.25	International Procurement Instrument.....	18
4.26	Copyright	19
4.27	Law and Jurisdiction	19
5	Submission of PQQ Submissions.....	20
5.1	eTenders	20
5.1.1	Accessing documents.....	20
5.1.2	Submitting PQQ Submissions.....	20
5.2	PQQ Closing Date and Time.....	21
5.3	Completing the PQQ Response Document.....	21
6	Evaluation	22
6.1	Evaluation of PQQ Submissions.....	22
6.2	Completeness and Compliance Check and Exclusion Grounds.....	22
6.3	Evaluation of Pass/Fail Criteria.....	23
6.4	Evaluation of Scored Criteria	23
6.5	Shortlisting for the Tender Phase.....	25

1 Disclaimer

This document (which includes the PQQ Response Document at Appendix 1) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

This document replaces and supersedes all previous documentation, communications and correspondence issued by the Contracting Authority in relation to the subject matter of this Competition (including anything stated during any pre-market consultation exercise) and Candidates should not place any reliance on any such previous documentation, communications or correspondence.

Interested parties should read this document, and more generally the PQQ Documentation, carefully.

The information set out herein is being made available on the condition that it is used only in connection with the pre-qualification exercise and for no other purpose whatsoever. The information is indicative only and does not purport to contain all the information that a Candidate may require in connection with the Competition; Candidates must rely on their own enquiries in this regard. Neither the Contracting Authority, nor its employees, servants, agents or professional advisors shall be liable for any claim due to a lack of knowledge or misunderstanding on the part of any Candidate. The information set out herein may be superseded in due course by the ISIT and ISFT as may be issued to those Candidates who are successful at the selection stage of the Competition.

While all reasonable steps have been taken to ensure that the information set out in this document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained herein or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

If it is necessary for the Contracting Authority to amend this document in any way prior to the PQQ Closing Date and Time, all Candidates will be notified via the eTenders website (www.etenders.gov.ie). If appropriate, the PQQ Closing Date and Time will be extended. No amendments to this document (including the PQQ Response Document) shall be made by any Candidate.

At its absolute discretion, the Contracting Authority may elect to terminate this Competition at any time, and without any liability including in relation to costs incurred by Candidates in participating in the Competition.

Candidates are advised the Contracting Authority is subject to the Freedom of Information (FOI) Act, 2014. If a Candidate considers that any of the information supplied in a PQQ Submission is either commercially sensitive or confidential in nature, this should be highlighted in its PQQ Response Document and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

Capitalised terms and expressions used herein shall have the meaning given to them in the Glossary below.

Glossary

In this document, the following terms shall have the meanings set out below:

"**Applicable Public Procurement Law**" has the meaning given to it in Section 3.2.

"**Candidate**" means a single entity or Consortium making a PQQ Submission.

"**Competition**" means the Competition conducted in accordance with the competitive procedure with negotiation for the award of the Development Agreement.

"**Consortium**" means a partnership, joint venture or other grouping of Economic Operators who come together to jointly make a PQQ Submission.

"**Consortium Lead Member**" has the meaning given to it in Section 4.3.

"**Consortium Member**" has the meaning given to it in Section 4.3.

"**Contracting Authority**" means Dublin City Council, its successor and assigns.

"**Data Protection Legislation**" has the meaning given to it in Section 4.17.

"**Declaration as to Personal Circumstances**" means the declaration set out at Annex 1 of the PQQ Response Document.

"**Development Agreement**" means the agreement to be entered into between the Contracting Authority and the Preferred Tenderer for the development of the Project, a draft of which is included at Appendix 2.

"**Development Site**" means the site shown coloured pink in Figure 2 in Section 2.2.

"**Economic Operator**" means any natural or legal person, or a group of such persons, including temporary associations of undertakings, who or which offers the execution of works or a work or both, or the supply of products or the provision of services on the market.

"**Emmet Road Project**" means the proposed redevelopment of lands at Emmet Road, Inchicore, Dublin 8 including the site of the former Saint Michael's Estate. The development consists of 578 homes, a Community Hub Library, a Creche, a Supermarket, Retail Units, associated public realm and landscape works, and a series of new public open spaces (ABP-314791-22, <https://www.pleanala.ie/en-ie/case/314791>).

"**Exclusion Grounds**" means the exclusion grounds, including mandatory and discretionary exclusion grounds, set out in Regulation 57 of the Regulations.

"**Final Tender**" has the meaning given to it in Section 3.2.

"**Initial Tender**" has the meaning given to it in Section 3.2.

"**ISFT**" means Invitation to Submit a Final Tender.

"**ISIT**" means Invitation to Submit an Initial Tender.

"**OJEU**" means the Official Journal of the European Union.

"**Other Entity(ies)**" means an entity (or entities) upon whose resources a Candidate (or Consortium Member) is relying to meet one or more of the Selection Criteria.

"**Pass/Fail Criteria**" means the criteria identified as such in the PQQ Response Document, and "**Pass/Fail Criterion**" means any one of them.

"**PIM**" means the Project Information Memorandum (this document).

"**Preferred Tenderer**" has the meaning given to it in Section 3.2.

"**Project**" means the project for the design, construction and delivery of Block C as more particularly described in Section 2.2.

"**PQQ Closing Date and Time**" is the latest date and time for return of PQQ Submissions as specified on the front cover of this document.

"**PQQ Documentation**" means this Project Information Memorandum, the PQQ Response Document, the draft Development Agreement, the Site Constraints Document, and all other documents issued by the Contracting Authority with this Project Information Document.

"**PQQ Response Document**" means the document at Appendix 1 of this Project Information Memorandum which Candidates must complete.

"**PQQ Submission**" means the completed PQQ Response Document together with all requested supporting documentation which must be submitted in accordance with the instructions set out herein and in the PQQ Response Document.

"**Query Closing Date and Time**" is the latest date and time for submission of queries by Candidates, as set out on the front cover of this document.

"**Regulations**" means the European Union (Award of Public Authority Contracts) Regulations 2016 (as amended).

"**Revised Development Agreement**" has the meaning given to it in Section 3.2.

"**Scored Criteria**" means the criteria set out at Section 6.4 and identified as such in the PQQ Response Document, and "**Scored Criterion**" means any one of them.

"**Selection Criteria**" means the Pass/Fail Criteria and the Scored Criteria.

"**Site Constraints Document**" means the document attached at Appendix 3.

"**Tenderers**" means those Candidates who are successful in the pre-qualification phase of the Competition and are invited to participate in the Tender Phase.

"**Tender Phase**" has the meaning given in Section 3.2.

2 The Contracting Authority and the Project

2.1 The Contracting Authority

Dublin City Council (hereinafter the "**Contracting Authority**") is the authority responsible for the Competition described herein.

The Contracting Authority is the largest local authority in Ireland, employing approximately 6,100 staff. The Contracting Authority provides a wide and diverse range of services to the citizens of Dublin city (population in excess of 500,000), to businesses and to visitors to the city. Activities are carried out in both the physical works area (e.g. provision and maintenance of housing, roads) and in the areas of arts, sports, recreation and social services (e.g. libraries, sports facilities, parks, community development and housing welfare services). The Contracting Authority also provides emergency services through Dublin Fire Brigade.

The Contracting Authority's facilities are spread throughout the city and are also located outside Dublin City Council area. Its headquarters are located at Wood Quay, Dublin 8.

The Contracting Authority is responsible for the social, economic, infrastructural and cultural development of the city. The range of services provided by the Contracting Authority is summarised as follows:

- Housing and Building
- Road Transportation and Safety
- Development Incentives & Controls
- Environmental Protection
- Recreation & Amenity
- Education, Health and Welfare
- Miscellaneous Services.

The Contracting Authority's total Capital Expenditure Budget for 2025-2027 amounts to €3.35bn, of which approximately 65% (€2.19bn) is allocated to capital expenditure on Housing and Building.

Further information is available at the website www.dublincity.ie

2.2 The Project

The Emmet Road site (An Droichead Órga / Goldenbridge) is located in Inchicore, Dublin 8. The site, which extends to c4.68 hectares, is bounded to the north by Emmet Road, to the south by the Grand Canal and Goldenbridge Cemetery, to the east by Patriots Path, and to the west by St. Vincent's Street West. The site is on the location of the former local authority housing development known as St. Michael's Estate and previously Richmond Barracks.

Planning permission (with reference ABP-314791-22) was obtained for the Emmet Road Project in 2023. The Emmet Road Project consists of 578 residential units, library/community hub, childcare facility, supermarket, five retail units, two café/restaurant units, open space and all associated works. The residential units are spread across three blocks – Block A, Block B and Block C - and will consist of 76% Cost Rental Housing and 24% Social Housing. The wider development also includes for a water main upgrade along Emmet Road which will be carried out by Uisce Eireann; this is under discussion and yet to be finalised.

The Project which is the subject of this Competition is for the design, construction and delivery of a sustainable mixed-use apartment block with ground floor commercial / retail space known as Block C. Block C will be bounded to the south by the construction works for Block A, Block B, and the library/community hub building. For the avoidance of doubt, Blocks A and B are outside of the scope of this Competition, and a contract has been awarded for the development of Blocks A and B.

Block C will be developed on the Development Site located in the northern portion of the Emmet Road site. The Contracting Authority is the owner of the Development Site.

Block C will consist of 91 apartments, communal open space at third floor level, a large supermarket (including off-licence) along with café/restaurant, five mixed-use commercial units, undercroft parking spaces, and associated public realm.

While the Contracting Authority will take handover of the residential units within Block C upon completion, the Contracting Authority will have no responsibility for the ongoing occupation or management of any of the commercial units. Responsibility for the occupation, management and maintenance of the commercial units shall rest with the appointed Developer for so long as it retains an interest in them; in the event of any disposal, responsibility for the occupation, management and maintenance of the commercial units shall pass to and be assumed by any purchaser or successor in title. Notwithstanding, it is important to the Contracting Authority that occupancy levels of the commercial units are maximised over time.

Further detail on the Project including its location within a dense urban environment and its interface with the rest of the Emmet Road development is set out in the Site Constraints Document at Appendix 3.

Figure 1: Aerial view of the Emmet Road Site circa May 2026



Figure 2: Block C Location within the Emmet Road Site

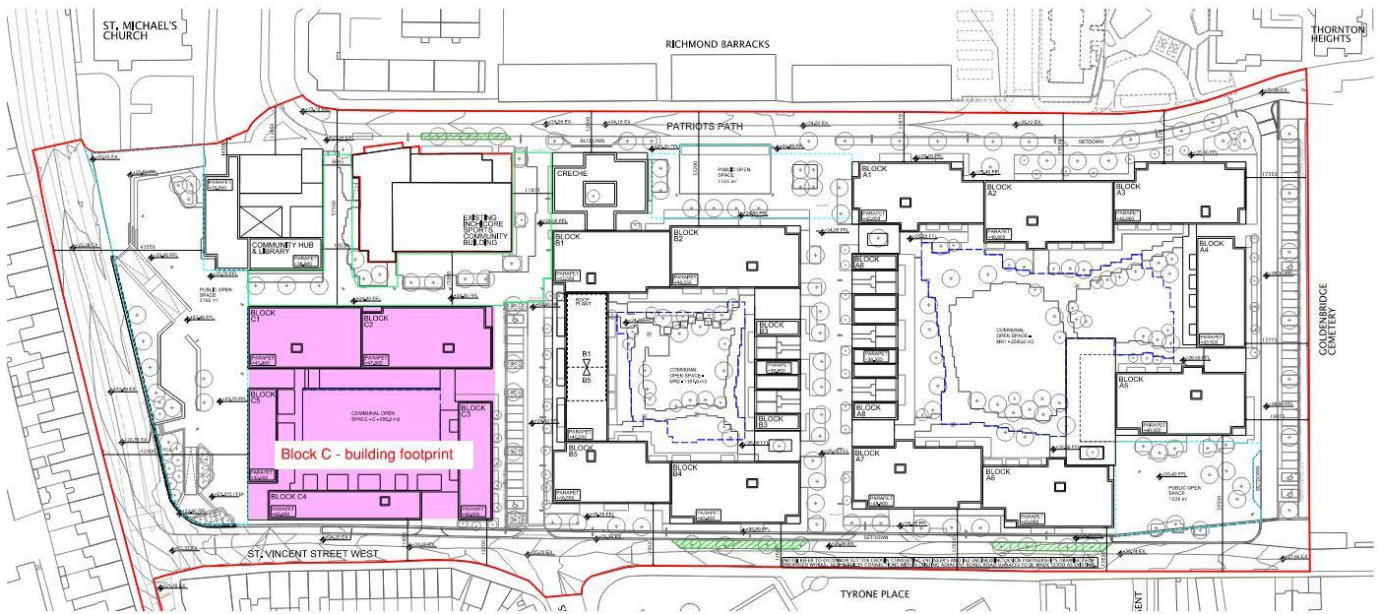


Figure 3: Overview of Emmet Road Project



2.3 Purpose of the PQQ Documentation

The purpose of the PQQ Documentation is to:

- (i) provide Candidates with the information they need to decide whether to participate in this Competition;
- (ii) facilitate the submission of completed PQQ Submissions by Candidates;
- (iii) facilitate the Contracting Authority in assessing the quality of the Candidates and their legal, financial and technical capacities to meet the requirements of the Development Agreement; and
- (i) allow the Contracting Authority to identify a number of suitably qualified and experienced Candidates who will be invited to participate in the Tender Phase of the Competition.

The information provided in the PQQ Documentation will be supplemented during the Tender Phase of the Competition.

3 The Development Agreement and the Competition

3.1 Development Agreement

The Contracting Authority is engaging in the Competition for the award of a Development Agreement for the design and delivery of Block C (Commercial and Residential Building).

An initial draft of the proposed Development Agreement is issued with the PQQ Documentation. This is provided for information purposes only at this stage and the Contracting Authority reserves the right to amend the draft at any stage of the Competition.

Candidates are not required to comment on the draft Development Agreement in their PQQ Submissions; however queries may be raised by Candidates in relation to the draft Development Agreement pursuant to the process specified in section 4.1 below.

3.2 The Competitive Procedure with Negotiation

The Competition is being conducted in accordance with the Regulations and other applicable Irish and EU public procurement law ("**Applicable Procurement Law**").

The Contracting Authority is employing the competitive procedure with negotiation for this Competition, as provided for in Regulation 29 of the Regulations.

The Project has been advertised on www.etenders.gov.ie and in the OJEU. The Contracting Authority is issuing the PQQ Documentation to commence the pre-qualification phase of the Competition.

The competitive procedure with negotiation involves a number of stages. As noted below, there is no requirement or obligation on the Contracting Authority to enter into negotiations with Tenderers, and Candidates should note the Development Agreement may be awarded without any negotiations taking place.

- ***The pre-qualification phase (this phase)***

The pre-qualification phase will be used to determine which Candidates qualify for the Tender Phase described below. This determination will be based on Candidates' PQQ Submissions.

PQQ Submissions will be evaluated in accordance with the process described in Section 6 below and in the PQQ Response Document.

It is anticipated that five (5) Candidates will be selected to proceed to the Tender Phase of the Competition.

- ***Tender Phase***

Those Candidates selected in the pre-qualification phase (hereinafter referred to as "**Tenderers**") will be invited to participate in the "**Tender Phase**".

Tenderers will be issued with an Invitation to Submit Initial Tenders ("**ISIT**") which will include the following:

- (i) information on the required form and content of tenders;
- (ii) information on the structure of the negotiation and tender process;
- (iii) information on tender submission requirements;
- (iv) full details of the award criteria and related evaluation process; and

(v) the draft Development Agreement (which may be in a revised form to the draft issued with the PQQ Documentation).

In advance of submitting tenders, Tenderers may be invited to comment on the draft Development Agreement in accordance with the requirements and the deadline specified in the ISIT.

In these circumstances, the Contracting Authority shall review the comments submitted by Tenderers and re-issue a draft Development Agreement (the "**Revised Development Agreement**") to all Tenderers. The Contracting Authority reserves the right to reject amendments proposed by Tenderers. Tenderers will be required to submit an initial tender ("**Initial Tender**") based on the Revised Development Agreement and in accordance with the requirements of the ISIT.

Once Initial Tenders are received, the Contracting Authority reserves the right to evaluate Initial Tenders against the award criteria and evaluation methodologies set out in the ISIT, and to award the Development Agreement on foot of the Initial Tenders and without negotiation to the Tenderer who submits the most economically advantageous Initial Tender (the "**Preferred Tenderer**").

For the avoidance of doubt, in these circumstances, there shall be no negotiation of the Development Agreement.

- ***The Negotiation Phase and Final Tenders***

In the event that the Contracting Authority opts not to award the Development Agreement on the basis of Initial Tenders, it shall instead enter into negotiations with Tenderers in relation to their Initial Tenders.

Tenderers will be invited to attend a negotiation meeting (or meetings) at which aspects of their Initial Tenders will be discussed. It should be noted that all aspects of the Initial Tenders submitted may be discussed, including costs.

The Contracting Authority reserves the right to conduct the negotiation phase in successive stages in order to reduce the number of tenders to be negotiated by applying the award criteria specified in the ISIT.

Upon conclusion of the negotiations, the Contracting Authority shall issue an Invitation to Submit Final Tenders ("**ISFT**") to the remaining Tenderers. The Contracting Authority reserves the right to amend and re-issue a further revised form of the draft Development Agreement with the ISFT; any such further revised form of the draft Development Agreement shall not be subject to additional negotiation. Each remaining Tenderer shall be invited to submit a final tender ("**Final Tender**") in response to the instructions set out in the ISFT.

Final Tenders shall be evaluated in accordance with the award criteria and the evaluation methodology set out in the ISFT, and the Development Agreement will be awarded to the Tenderer submitting the most economically advantageous Final Tender (the "**Preferred Tenderer**").

- ***Preferred Tenderer stage***

Whether the Development Agreement is awarded on the basis of Initial Tenders or Final Tenders, the Contracting Authority would expect to conclude the Development Agreement as soon as possible following the standstill period required by Applicable Public Procurement Law.

The conclusion of the Development Agreement is subject to all necessary approvals being obtained by the Contracting Authority, the provision of all relevant documentation by the Preferred Tenderer (e.g.,

to demonstrate compliance with minimum requirements including tax and insurance requirements), the completion of final due diligence and all other legal requirements being satisfied.

4 Instructions to Candidates

4.1 Queries

The Query Closing Date and Time is specified on the title page of this document. This may change at the discretion of the Contracting Authority.

All queries should be submitted through the messaging facility on www.etenders.gov.ie. Candidates are strongly encouraged to submit any queries as soon as possible.

When circulating responses, the Contracting Authority will avoid disclosing the identity of the Candidate who has raised the query. Save as provided in the following paragraph, query responses will be circulated to all persons who have expressed an interest in the Competition on the eTenders website.

If a Candidate believes that a query and/or its response relates to a confidential or commercially sensitive matter it must clearly mark the query as a “Confidential Query”. If the Contracting Authority, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential (subject to any applicable legal requirements). If the Contracting Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Candidate and require the Candidate to either withdraw the query or permit the query (and the Contracting Authority’s response) to be circulated to all Candidates.

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

4.2 SMEs

The Contracting Authority seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (SME) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to this paragraph, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any contract that may result from this Competition and therefore increase their social and economic benefits. Larger enterprises are also encouraged, subject to this paragraph, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any contract that may result from this Competition.

4.3 Consortia

It is accepted by the Contracting Authority that, in order to offer the resources and the range and depth of skills required, Economic Operators may wish to collaborate to form a Consortium which will apply as a Candidate for pre-qualification and award of the Development Agreement. While a Consortium is not required to assume any particular form for the purposes of making a PQQ Submission, the Contracting Authority reserves the right, prior to the award of the Development Agreement, to require a successful Consortium to assume a particular legal form.

Such Candidates should specify in the PQQ Response Document the identity of the proposed members of the Consortium (each a “**Consortium Member**”).

For the avoidance of doubt, **Consortium Members are those entities which are proposed by a Candidate to enter into the Development Agreement with the Contracting Authority if the Candidate is successful in this Competition.** If the Candidate is successful in this Competition, the Consortium Members shall enter into the Development Agreement together on a joint and several basis unless the Contracting Authority requires them to form a new legal entity to enter into the Development Agreement (in which case, each Consortium Member will be required to execute legally binding guarantees with the Contracting Authority in respect of the obligations of the new legal entity).

For the further avoidance of doubt, any proposed subcontractors are not Consortium Members (unless it is proposed that they too will enter into the Development Agreement directly with the Contracting Authority).

Where the Candidate is a Consortium, all relevant information requested in the PQQ Response Document must be provided for all Consortium Members. Where a Candidate is a Consortium, it shall designate a lead member ("**Consortium Lead Member**") who will be the point of contact for the Competition. The Consortium Lead Member must remain the same throughout the Competition.

No entity may have a role with more than one Candidate. It is the responsibility of the Consortium Lead Member to ensure that any Consortium Members proposed by a Candidate are not also proposed to fulfil any role by any other Candidate.

4.4 Reliance on resources of Other Entities

Where, in order to meet the economic and financial standing requirements and/or the technical and professional ability requirements of the PQQ Response Document, a Candidate (or any Consortium Member) relies on the resources of an entity (an "**Other Entity**") with which it is directly or indirectly linked (including, for example, but not limited to, a parent company or a sub-contractor), it must provide with its PQQ Response Document a letter of support from the Other Entity, in the form annexed to the PQQ Response Document, confirming (i) that it has available to it the resources being relied upon and (ii) that it will (if required by the Contracting Authority) enter into a legally binding agreement with the Contracting Authority (in such form as may be specified by the Contracting Authority) in respect of such support – for example, a parent company guarantee.

Please note that if an Other Entity is being relied upon to meet the economic and financial standing requirements and/or the technical and professional ability requirements of the PQQ Response Document, the Other Entity is required to submit for evaluation the necessary information or documentation specified in PQQ Response Document.

In the event that the Contracting Authority deems that the evidence provided to demonstrate that resources will be made available is insufficient, the Candidate (or relevant Consortium Member as the case may be) shall be evaluated based on its own information.

4.5 Conflicts of Interest

Any conflict of interest or potential conflict of interest must be fully disclosed in writing to the Contracting Authority as soon as the conflict or potential conflict becomes apparent.

Subject to the following paragraph, the Contracting Authority will regard as a conflict of interest or potential conflict of interest, any situation where a Candidate or a Consortium Member (or an adviser, servant, agent, funder, contractor, or consultant to a Candidate or a Consortium Member in relation to this Competition) is also:

- (i) a Consortium Member of another Candidate; or

- (ii) an adviser, servant, agent, funder, contractor or consultant to another Candidate or Consortium Member in relation to this Competition.

The above is not an exhaustive description of potential conflicts of interest.

When a conflict of interest or a potential conflict of interest arises, this must be immediately drawn to the attention of the Contracting Authority and the Contracting Authority's prior written approval must be sought. Full written details of the conflict of interest or potential conflict of interest must be provided to the Contracting Authority. Following receipt of such information the Contracting Authority will, in its sole discretion, decide on the appropriate course of action. This may require ethical barriers and/or non-disclosure agreements to be put in place in certain circumstances.

Candidates are required to provide a conflict of interest confirmation in their PQQ Response Document.

4.6 Confidentiality

All PQQ Submissions will be treated in confidence and no information contained therein will be communicated to any third party (other than the Contracting Authority's professional advisors) without the written permission of the Candidate except insofar as is specifically required for the consideration and evaluation of the PQQ Submission or as may be required under law, including the Freedom of Information Act 2014 and Applicable Public Procurement Law.

Candidates are requested to consider if any of the information supplied by them in their PQQ Response Document should not be disclosed to third parties on the grounds that it is commercially sensitive or confidential. If that is the case, Candidates should specify in their PQQ Response Document the information considered commercially sensitive or confidential and explain why this is so.

Notwithstanding that certain information may have been identified as commercially sensitive or confidential by a Candidate, the Contracting Authority cannot guarantee that any information provided by Candidates in their PQQ Response Document will not be released pursuant to the Contracting Authority's legal obligations including pursuant to the Freedom of Information Act 2014 and Applicable Public Procurement Law. The Contracting Authority will use reasonable endeavours to consult with a Candidate about information identified by it as being confidential or commercially sensitive information before making decisions on any disclosure request from a third party. The Contracting Authority accepts no liability whatsoever in respect of any disclosure of the information in question or in respect of any consequential damage suffered as a result of such disclosure.

The Contracting Authority reserves the right at its sole discretion to share Candidates' PQQ Submissions made by Candidates during the course of the Competition with its professional advisors.

The PQQ Documentation shall be treated as confidential by Candidates. Candidates shall not release or disclose any information contained in the PQQ Documentation (that is not otherwise in the public domain) publicly or to any third-party other than on a confidential basis to those persons whom they need to consult for the purpose of preparing their PQQ Submissions (who shall also be obliged to treat the PQQ Documentation as confidential).

Candidates (and Consortium Members) are expressly and strictly prohibited from discussing with other Candidates (or Consortium Members of other Candidates) any aspect of their PQQ Submission or otherwise exchanging information or colluding in relation to the Competition. Where any Candidate (or Consortium Member) fails to comply with this requirement, the relevant Candidate may be disqualified from the Competition.

4.7 Costs

The Contracting Authority is not responsible for and shall have no liability for any loss, expense or cost (including but not limited to travel or accommodation cost) incurred or suffered by a Candidate in the preparation of submissions, attending meetings or otherwise participating in this Competition, including if the Competition is abandoned or terminated without any contract award.

4.8 Reserved Rights

The Contracting Authority reserves the right at any time without liability (but shall not be obliged) to:

- (i) amend or change any PQQ Documentation and/or the tender procedures on written notice to Candidates;
- (ii) contact any referees whose details have been provided by any Candidate in order to validate or verify information provided by that Candidate;
- (iii) refrain from considering any PQQ Submission if it is not in accordance with the requirements, conditions and instructions of the PQQ Documentation;
- (iv) reject any or all of the PQQ Submissions received;
- (v) reject or disqualify a Candidate where that Candidate or any Consortium Member contravenes any terms and conditions of the Competition; is guilty of material misrepresentation during the course of the Competition; or is subject to any other grounds for exclusion which materialise during the Competition;
- (vi) not appoint any Candidate to enter into the Development Agreement; and/or
- (vii) to terminate and abandon the Competition at any time.

The Contracting Authority reserves the right, in its absolute discretion to take such steps as it considers appropriate to ensure that genuine competition and transparency are maintained throughout the Competition.

4.9 Amendments to PQQ Documentation

If, as a result of:

- (i) queries / requests or proposals;
- (ii) any discussion or other communication between the Contracting Authority and a Candidate;
- (iii) developments in the Contracting Authority's requirements, procurement programme, the Competition, the market;
- (iv) for legal reasons; or
- (v) otherwise,

the Contracting Authority is of the opinion that a clarification of, and/or amendment to, the PQQ Documentation and/or additional information is required to be issued, then the Contracting Authority will be entitled to make any such clarification and/or amendment at any time. It will be assumed that Candidates will have had regard to all such clarifications and/or amendments when preparing their PQQ Submissions. The Contracting Authority shall be under no obligation to explain any such clarifications or amendments to Candidates.

4.10 Non-Participation

Candidates are requested to inform the Contracting Authority by notice in writing if at any stage after they submit their PQQ Submission they decide to withdraw from the Competition.

4.11 Acceptance of Terms

Each Candidate's participation in the Competition constitutes its agreement to, and acceptance of, the terms set forth in the PQQ Documentation. Candidates must comply with the requirements and instructions specified and include all information specified in the PQQ Documentation when preparing their PQQ Submissions.

4.12 Ambiguity

Candidates shall immediately notify the Contracting Authority (via www.etenders.ie) should they become aware of any ambiguity, discrepancy, error or omission in the PQQ Documentation. The Contracting Authority shall, upon receipt of such notification, notify all Candidates in writing of its ruling in respect of any such ambiguity, discrepancy, error or omission.

4.13 Registrable Interests

Any 'registrable interest' involving a Candidate, a Consortium Member or an Other Entity and any of the elected members of the Contracting Authority, members of the Government, members of the Oireachtas, or employees or officers of the Contracting Authority, or relatives of the foregoing must be fully disclosed to the Contracting Authority.

In the event of such information only coming to a Candidate's notice after submitting a PQQ Response Document, it should be communicated to the Contracting Authority immediately upon it becoming known to the Candidate.

The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 and Schedule 2 of the Ethics in Public Office Act 1995 a copy of which is available to download at www.finance.gov.ie.

The Contracting Authority shall, in its absolute discretion, decide on the appropriate course of action, which may without limitation, include exclusion of the Candidate from the Competition.

4.14 Canvassing

If any Candidate or Consortium Member (or a person associated with a Candidate), in connection with this Competition, either:

- (i) canvasses or offers any inducement, fee or reward to any employee, servant or agent of the Contracting Authority or its professional advisors; or
- (ii) does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018 or the Registration of Lobbying Act 2015; or
- (iii) approaches any employee, servant or agent of the Contracting Authority or its professional advisors except as authorised in the PQQ Documentation, including for the purposes of soliciting the employment of any such persons or soliciting information about the Competition or the Development Agreement,

that Candidate may be eliminated from the Competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct may attract.

4.15 Collusion

If a Candidate or any Consortium Member, in connection with this Competition, either:

- (i) fixes or adjusts the manner or context of its PQQ Submission by or in accordance with any agreement or arrangement with any other Candidate; or
- (ii) enters into any agreement or arrangement with any other Candidate that it shall refrain from participating in the Competition or any part of it; or
- (iii) causes or induces any person to enter such agreement as is mentioned in this paragraph; or
- (iv) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission which is likely to affect the Competition or any other PQQ Submission; or
- (v) communicates to any person other than the Contracting Authority the contents of its PQQ Submission (except where such disclosure is permitted by the PQQ Documentation) or carries on any other form of co-operation or collusion which the Contracting Authority considers has actually or potentially undermined the Competition;

the Candidate may be disqualified without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability which such conduct may attract.

Candidates' attention is drawn to the Competition Acts 2002 to 2022, which make it a criminal offence for Candidates to collude on prices or terms in a public procurement competition.

4.16 Candidate's Warranties

By its participation in this Competition each Candidate warrants, represents and undertakes to the Authority that:

- (i) all information, representations and other matters of fact communicated or to be communicated to the Contracting Authority by the Candidate, Consortium Members and their employees, servants or agents in connection with or arising out of any PQQ Submission are true, complete and accurate as at the date communicated;
- (ii) it has made its own investigations and undertaken its own research and due diligence and has satisfied itself in relation to the opportunity offered by the Competition and the environment and conditions under which the contractual obligations are to be performed; and
- (iii) it has full power and authority to make a PQQ Submission and, if appointed, to perform the Development Agreement.

4.17 Data Protection

"Data Protection Legislation" means the data protection and information privacy laws of Ireland and the European Union and includes to the extent applicable, any legislation in force from time to time which implements Directive 95/46/EC or Directive 2002/58/EC of the European Community, the Data Protection Acts 1988 to 2018 (as amended), and any replacement regulation including Regulation (EU) 2016/679, known as the General Data Protection Regulation or GDPR.

Should any personal data (as defined in the Data Protection Legislation) be made available as part of the Competition, the Candidate will ensure it complies (and ensure that Consortium Members comply) with the provisions of the Data Protection Legislation including, without limitation:

- (i) ensuring that it has in place an appropriate notification on the register maintained by the Information Commissioner (as referred to in the Freedom of Information Legislation);
- (ii) only processing such personal data in accordance with the instructions of the Contracting Authority;
- (iii) ensuring it destroys all such personal data when it is no longer required for the purposes for which it was made available to the Candidate; and

- (iv) taking all necessary organisational and technical measures to protect the personal data from unauthorised disclosure or from loss.

Candidates undertake to:

- (i) observe (and ensure Consortium Members observe) the policies of the Contracting Authority with respect to the security of any personal data used in connection with the Competition, should these be made known to them by the Contracting Authority; and
- (ii) notify the Contracting Authority of any unauthorised use or disclosure of personal data made by the Candidate, Consortium Members, and their employees, servants or agents.

4.18 Change in Information

If, as a result of a change in circumstances or otherwise, any information given by a Candidate to the Contracting Authority in a PQQ Submission or otherwise, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Candidate must so inform the Contracting Authority as soon as it becomes aware of this.

If it comes to the attention of the Contracting Authority that:

- (i) there has been a change in circumstances concerning a Candidate that could affect the Contracting Authority's assessment of that Candidate's PQQ Submission; or
- (ii) information submitted by a Candidate or any Consortium Member was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

the Contracting Authority may (but is not required to) revise its assessment of the Candidate's PQQ Submission on the basis of the information then available to the Contracting Authority.

4.19 Disqualification

Unless otherwise expressly provided herein or by the Contracting Authority, a Candidate that contravenes any of the terms and conditions set out in the PQQ Documentation may, at the sole discretion of the Contracting Authority, be disqualified and prohibited from any further participation in the Competition. The disqualification of a Candidate will not prejudice any other civil or legal remedies available to the Contracting Authority and will not prejudice any criminal liability that such conduct by the Candidate may attract.

4.20 Interference

Any Candidate seeking to unduly influence the Contracting Authority, or any other relevant persons or bodies, in the process of examination, clarification, and evaluation of PQQ Submissions and/or in decisions concerning the award of the Development Agreement shall have its PQQ Submission rejected.

4.21 Provision of false or misleading information

Candidates must ensure that all information included within their PQQ Submission is accurate. The inclusion of information that is found to be false or misleading will result in the Candidate's exclusion from this Competition. In the event that false or misleading information comes to light after a Candidate has been awarded the Development Agreement, this may result in termination of the Development Agreement.

4.22 Publicity

The Contracting Authority reserves the right to make any announcements in respect of the Project at any time during the Competition.

4.23 No Contract

The Contracting Authority shall not be obliged to enter into any contract with any Candidate. No legal relationship or other obligation in relation to the Project shall arise between a Candidate and the Contracting Authority unless and until a Development Agreement is formally executed in writing by the Contracting Authority and the Preferred Tenderer (if any) and all conditions precedent to the effectiveness of any such Development Agreement have been fulfilled.

4.24 Sanctions against Russia

Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine as amended by Council Regulation (EU) 2022/576 of 8 April 2022, Council Regulation (EU) 2022/1269 of 21 July 2022 and Council Regulation (EU) 2023/1214 of 23 June 2023 (and as may be further amended), prohibits the award of any public or concession contract to any of the entities set out in Article 5k 1(a) to (c).

It is a requirement of this Competition that all Candidates, and where the Candidate is a Consortium, all Consortium Members and Other Entities whose resources are relied upon in order to participate in this Competition do not fall within the category of economic operators identified in Article 5k 1(a) to 1(c) of Regulation (EU) No 833/2014 as amended.

If this requirement is not satisfied, the Candidate will be eliminated from the Competition, save where an entity falling within the category of economic operators identified in Article 5k 1(a) to 1(c) is an Other Entity, in which case the Contracting Authority reserves the right to permit the Candidate to replace such Other Entity (where the Contracting Authority is satisfied that this would be permitted by applicable law).

All Candidates and, where the Candidate is a Consortium, all Consortium Members, and Other Entities are required to confirm, in the Declaration as to Personal Circumstances, that they are not a person or entity set out in Article 5k 1(a) to 1(c) of Regulation (EU) No 833/2014 as amended.

4.25 International Procurement Instrument

Candidates should refer to the provisions of Regulation (EU) 2022/1031 on the access of third country Economic Operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union Economic Operators, goods and services to the public procurement and concession markets of third countries.

In particular, Candidates should note in Article 6 of Regulation (EU) 2022/1031 the obligations for a Contracting Authority in the context of a procurement procedure where the European Commission has adopted an IPI measure.

Where an IPI measure applies to this Competition, the Contracting Authority may be obliged to give effect to that IPI measure by way of:

- (i) imposing a score adjustment on a Tender which was submitted by an entity which originates in a country which is subject to an IPI measure;
- (ii) excluding a Candidate which originates in a country which is subject to an IPI measure; and/or
- (iii) taking such other steps as may be determined by the European Commission and set out in the relevant IPI measure.

Candidates should note that the Contracting Authority may seek information from Candidates, should it deem appropriate to do so, to ascertain the country of origin of any Candidate or any Consortium Member for the purposes of verifying whether it is subject to an IPI measure.

4.26 Copyright

Copyright in the PQQ Documentation and any other materials supplied by the Contracting Authority and/or its professional advisers during the Competition, in whatever format, belongs to the Contracting Authority and/or its appointed advisers. Such documentation and materials may not, either in whole or in part, be copied or reproduced without the prior written consent of the Contracting Authority except to the extent that this is necessary for the preparation of a PQQ Submission.

4.27 Law and Jurisdiction

Irish law is applicable to the PQQ Documentation and to the Competition. The courts of Ireland shall have exclusive jurisdiction in relation to any disputes arising from the PQQ Documentation and the Competition.

Recipients of the PQQ Documentation in jurisdictions outside the Republic of Ireland should inform themselves about and observe all applicable legal requirements in such jurisdictions. In particular, the distribution of the PQQ Documentation in certain jurisdictions may be restricted by law and, accordingly, each recipient represents that it is able to receive the Project Information Memorandum and PQQ Response Document without contravention of any unfulfilled registration requirements or other legal restrictions in the jurisdiction in which they reside or conduct business.

5 Submission of PQQ Submissions

5.1 eTenders

The Contracting Authority is using the postbox facility on eTenders, and PQQ Submissions must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Candidates should familiarise themselves with the eTenders platform in advance of the PQQ Closing Date and Time.

Only PQQ Submissions submitted to the electronic postbox will be accepted. PQQ Submissions submitted by any other means (including but not limited to by email, post or hand delivery) will **not** be accepted.

Candidates must ensure that they give themselves enough time to upload and submit all required documentation before the PQQ Closing Date and Time.

An overview of the key steps is set out below. Please note that the Contracting Authority takes no responsibility for these steps being the totality of the steps required as different processes may require different actions.

If in doubt, the eTenders helpdesk should be contacted as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

5.1.1 Accessing documents

In the first instance, Candidates must ensure they **ASSOCIATE** their company with this Competition. To do this, Candidates must:

- (i) Log-in to the eTenders system;
- (ii) Locate the Competition using the Advanced Search by Contracting Authority or Resource ID;
- (iii) Click on the hyperlink for the Competition which will bring you to the Cft Workspace;
- (iv) In the Show Cft Menu for the Competition click on the “Expression of Interest” in the drop-down menu; and
- (v) Complete the “Association with the Cft” tab.

This will then provide a link to “Tender” under the Show Cft Menu.

5.1.2 Submitting PQQ Submissions

It is the responsibility of the Candidate to ensure that their PQQ Submission is complete and uploaded in accordance with the instructions provided on eTenders prior to the PQQ Closing Date and Time.

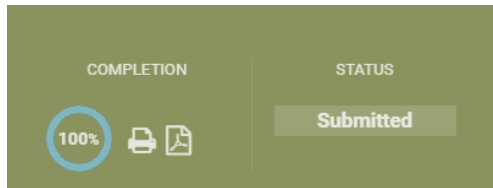
Candidates should consider the fact that upload speeds vary. There is a maximum of 2.14 GB for individual files sent to the electronic post-box and a one-hour limit for upload. In order to submit a document to the electronic post-box, please note that the “Submit Response” button must be clicked.

After submitting you can still modify and re-send your response up until the PQQ Closing Date and Time. Candidates should note that the "Submit Response" button will be disabled automatically upon the expiration of the PQQ Closing Date and Time.

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

When submitting PQQ Submissions to the electronic postbox, Candidates must ensure they have submitted the response completely.

The final step involves clicking on the "Submit Response" button and receiving the following status:



If a message similar to above is not received, the Candidate has not submitted its PQQ Submission.

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

PLEASE UPLOAD PQQ SUBMISSIONS AS A **ZIP FILE** TO PROTECT THE INTEGRITY OF THE FILE NAMES.

5.2 PQQ Closing Date and Time

The PQQ Closing Date and Time is specified on the title page of this document. The Contracting Authority reserves the right to change the PQQ Closing Date and Time.

It is the responsibility of each Candidate to ensure that its PQQ Submission is complete and is uploaded by the PQQ Closing Date and Time. PQQ Submissions received late **will not** be considered in this Competition.

5.3 Completing the PQQ Response Document

Candidates must complete the form of the PQQ Response Document at Appendix 1, and must include all information specified therein.

6 Evaluation

6.1 Evaluation of PQQ Submissions

PQQ Submissions will be evaluated in accordance with the process and criteria set out herein.

The Contracting Authority will evaluate PQQ Submissions in three phases as set out below:

- (i) Phase 1: Completeness/compliance check and Exclusion Grounds;
- (ii) Phase 2: Evaluation of Pass/Fail Criteria; and
- (iii) Phase 3: Evaluation of Scored Criteria.

6.2 Completeness and Compliance Check and Exclusion Grounds

Completeness and Compliance

In the first instance, PQQ Submissions will be subject to a check for completeness to ensure that Candidates have provided a complete and compliant response to all questions and have submitted all necessary supporting documentation, where required.

If a PQQ Submission fails to comply in any respect with the requirements set out herein or is ambiguous or if information/documentation is omitted from a PQQ Submission, the Contracting Authority will be entitled at its discretion (but will not be obliged) to take such steps as it considers appropriate including (but not limited to):

- (i) rejecting the relevant PQQ Submission as non-compliant;
- (ii) assessing/evaluating the PQQ Submission 'as is';
- (iii) without prejudice to the Contracting Authority's right to reject the PQQ Submission and in accordance with Regulation 56(4) of the Regulations, where it appears to the Contracting Authority that information or documentation submitted by a Candidate is incomplete, erroneous or missing, the Contracting Authority may:
 - (a) seek clarification from a Candidate in respect of the relevant PQQ Submission;
 - (b) request a Candidate to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
 - (c) request a Candidate to complete any aspect of the relevant PQQ Submission;

provided however that no clarification or additional information will be sought if, in the opinion of the Contracting Authority, such clarification or additional information would be material.

Exclusion Grounds

The Contracting Authority will evaluate those PQQ Submissions against the **Pass/Fail Criteria** which are complete and comply with all the requirements of this document and the PQQ Response Document, and which declare by way **the Declaration as to Personal Circumstances** that:

- (i) no Exclusion Grounds pursuant to Regulation 57 of the Regulations apply to the Candidate (including Consortium Members and Other Entities); or
- (ii) in circumstances where any Exclusion Grounds apply (and where the Candidate/Consortium Member/Other Entity is not precluded from doing so under Regulation 57(17) of the Regulations) that the relevant entity can provide evidence to the satisfaction of the Contracting Authority that measures taken by it are sufficient to demonstrate its reliability despite the existence of any Exclusion Ground.

Subject to the provisions of Regulation 57 in relation to self-cleaning, the Contracting Authority shall exclude from the Competition any Candidate who falls within one or more of the mandatory Exclusion Grounds in Regulation 57, and reserves the right to exclude a Candidate to whom a discretionary Exclusion Ground pursuant to Regulation 57 applies. Where a Candidate is a Consortium, and a Consortium Member falls within one or more of the mandatory Exclusion Grounds in Regulation 57, the Candidate shall, subject to the provisions of Regulation 57 on self-cleaning, be excluded from the Competition.

If a Candidate intends to rely on an Other Entity in order to meet the Selection Criteria, and one or more of the mandatory Exclusion Grounds apply to such Other Entity (and where the Contracting Authority is not satisfied with the reliability of the Other Entity by reference to the provisions of Regulation 57 on self-cleaning), the Contracting Authority shall require the Candidate to replace the entity in question where permitted by applicable law.

In addition, it is a requirement of this Competition that all Candidates, and where the Candidate is a Consortium, all Consortium Members and Other Entities whose resources are relied upon in order to participate in this Competition do not fall within the category of economic operators identified in Article 5k 1(a) to 1(c) of Regulation (EU) No 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022, Council Regulation (EU) 2022/1269 of 21 July 2022 and Council Regulation (EU) 2023/1214 of 23 June 2023.

If this requirement is not satisfied, the Candidate will be eliminated from the competition, save where an entity falling within the category of economic operators identified in Article 5k 1(a) to 1(c) is an Other Entity, in which case the Contracting Authority reserves the right to permit the Candidate to replace such Other Entity (where the Contracting Authority is satisfied that this would be permitted by applicable law).

6.3 Evaluation of Pass/Fail Criteria

Candidates satisfying the checks set out in Section 6.2 above will be evaluated against the Pass/Fail Criteria in Part B of the PQQ Response Document. Candidates whose responses are considered to have passed all of the Pass/Fail Criteria will then proceed to be assessed against the Scored Criteria (in Part C of the PQQ Response Document).

Candidates that fail to pass all Pass/Fail Criteria will be excluded from the Competition and their PQQ Submissions will not be evaluated further.

For the avoidance of doubt, where a Candidate is a Consortium and any Consortium Member fails to pass any Pass/Fail Criterion, the Candidate shall be eliminated from the Competition; and where a Candidate or Consortium Member relies on an Other Entity, if that Other Entity fails to pass any Pass/Fail Criterion, the Candidate shall be eliminated from the Competition.

6.4 Evaluation of Scored Criteria

Candidates that pass all of the Pass/Fail Criteria will proceed to have their responses to the Scored Criteria evaluated. The Scored Criteria in relation to economic and financial standing and technical and professional ability are set out below.

Category	Criterion	Maximum Marks Available	Minimum Marks Required
Economic and Financial Standing	C1 – Financial Robustness	3000	Refer to Criterion C1
Technical and Professional Ability	C2 – Project Experience	4000	
	<i>Reference Project 1</i>	<i>2000</i>	<i>1000</i>
	<i>Reference Project 2</i>	<i>2000</i>	<i>1000</i>
Technical and Professional Ability	C3 – Commercial Asset Management Experience	3000	
	<i>Reference Project 1</i>	<i>1500</i>	<i>750</i>
	<i>Reference Project 2</i>	<i>1500</i>	<i>750</i>

Criterion C1 will be evaluated in accordance with the sub-criteria, weightings and scoring matrices set out in C1 of the PQQ Response Document. Criterion C2 and Criterion C3 will be evaluated using the scoring matrix below. For the avoidance of doubt, each Reference Project provided in response to Criteria C2 and C3 will be evaluated separately using the matrix below.

Score	Description
80 – 100%	Excellent response with very few or no weaknesses that fully meets or exceeds requirements of the question and provides comprehensive, detailed, and convincing assurance that the Candidate has the relevant experience to deliver to an excellent standard.
60 – 79%	A good response that meets requirements of the question and provides good assurance that the Candidate has the relevant experience to deliver to a good or high standard but does not provide sufficiently convincing assurance and detail to award a higher mark.
50 – 59%	A satisfactory response which meets the requirements of the question and provides satisfactory assurance that the Candidate has the relevant experience to deliver to a satisfactory standard but does not provide sufficiently convincing assurance and detail to award a higher mark.
20 – 49%	A response which demonstrates that some of the requirements of the question are met but lacks satisfactory detail and there is a significant risk that the Candidate may not have the relevant experience to deliver to a satisfactory standard.
0 – 19%	A response that does not demonstrate that the requirements of the question are met and does not provide any assurance that the Candidate has the relevant experience to deliver.

Further information on the approach to evaluation of each of the Scored Criteria is provided in the PQQ Response Document. Percentage scores awarded will be awarded first and the percentage score will then be applied to the available marks for each Scored Criterion to generate a mark for that criterion. The marks for the Scored Criteria will then be aggregated.

If a Candidate fails to achieve the minimum mark required for any Scored Criterion, it shall be eliminated from the Competition.

6.5 Shortlisting for the Tender Phase

It is anticipated that the five (5) Candidates who score highest against the Scored Criteria (having submitted a complete and compliant PQQ Submission, passed all Pass/Fail Criteria, and achieved all minimum marks required) will be selected to proceed to the Tender Phase of the Competition.

In the event of a tie between two or more Candidates for fifth place, all Candidates in fifth place will be invited to participate in the next stage. For the purposes of this exercise, a tie for fifth place is deemed to occur where two or more Candidates have identical scores for the Scored Criteria.

Subject to the tie-break rule outlined above, a maximum of five (5) Candidates will be selected for the Tender Phase, although the Contracting Authority reserves the right to select fewer than five (5) if there are less than five (5) Candidates who submit PQQ Submissions that meet all Pass/Fail Criteria, achieve all specified minimum scores and are not otherwise eliminated.

Candidates who do not qualify for the Tender Phase will be notified in writing by the Contracting Authority.

APPENDIX 1
PQQ RESPONSE DOCUMENT
[See separate document]

APPENDIX 2
DRAFT DEVELOPMENT AGREEMENT
[See separate document]

APPENDIX 3
SITE CONSTRAINTS DOCUMENT
[See separate document]