
Group Procurement Delivering Solutions



Pre Qualification Questionnaire – P21114 T1 Atrium Foodvenience PQQ Vol 1

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Part 1: The Opportunity and Purpose of this PQQ

1.1 Terms & Conditions

- 1.1.1 Terms defined throughout this PQQ shall have the meaning given to them in Part 15 (Definition of Terms).
- 1.1.2 daa is the “**Contracting Authority**” for this procurement competition.
- 1.1.2 The Contracting Authority is conducting this Competition to choose an economic operator (or Consortium) to which it will award a Concession Agreement for the provision of Foodvenience Services at Dublin Airport (as further described herein and in the Contract Notice).
- 1.1.3 This Competition will be undertaken in compliance with the European Union (Award of Concession Contracts) Regulations 2017 (S.I. No. 203 of 2017), as amended, which transposes Directive 2014/23/EU on the award of concession contracts in Ireland.
- 1.1.4 This PQQ and the accompanying PQQ Questionnaire are hereby made available to potential Applicants who have expressed an interest in providing the Services. These documents provide Applicants with background information on the nature, structure and scope of the Services that are being procured and to provide information on how the Competition will be conducted.
- 1.1.5 The issue of this PQQ and PQQ Questionnaire commences the Selection Phase of the Competition. Contracting Authority intends to select two (2) Applicants based on their responses to the PQQ Questionnaires to participate in the Negotiation Phase of the Competition and receive the ITN Documents.
- 1.1.6 Applicants’ attention is specifically drawn to Section 14 (Disclaimer) of this PQQ.
- 1.1.7 The Contracting Authority reserves the right to make any announcements or provide further information in respect of the Services at any time during the Competition.

1.2 PQQ Response Required

- 1.2.1 Applicants who wish to participate in the Competition must complete and submit a response to the PQQ Questionnaire that accompanies this PQQ. Responses must be submitted through the e-tenders website only (details of which are in Section 1.3 below). Responses submitted by hand, post, fax or email will NOT be accepted.
- 1.2.2 It is the responsibility of the Applicant to ensure that their response is uploaded to the e-tenders website on time. Applicants are advised to familiarise themselves with the e-tenders website and to allow plenty of time for upload. Responses must be received no later than the date and time notified to Applicants during the PQQ period.
- 1.2.3 In responding to this PQQ all Applicants must comply with the PQQ and respond to each element of the PQQ Questionnaire and in the order as set out in the PQQ Questionnaire.
- 1.2.4 Responses submitted must be compiled such that they can be read immediately using word/pdf readers or any other programme as advised to Applicants.
- 1.2.5 The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corruptible.
- 1.2.6 The responses shall be divided into sections with each section clearly responding to each of the questions asked. Responses should strictly follow the format and sequence of the questions asked, and any instructions in the PQQ Questionnaire itself. Information other than that required to answer the question should NOT be provided as it will not be evaluated. All submissions shall be in A4 format and comply with any page/word limits set out in the PQQ Questionnaire.
- 1.2.7 File/folder titles should not include “&” in the title and should be kept to less than 240 characters.

1.3 Communications

- 1.3.1 Queries regarding this PQQ will only be answered through the e-tenders messaging facility (www.etenders.gov.ie). Any questions sent directly to the Contracting Authority will not be answered. The latest date for the receipt of queries from Applicants is **5 pm on 31st July 2026**, although the Contracting Authority may, at its absolute discretion (but will in no circumstance be obliged to), reply to queries received after that date.

- 1.3.2 The Contracting Authority's response to any query may be made available to all other Applicants on the e-tenders website (www.e-tenders.gov.ie). Where an Applicant believes a query and/or response relates to a confidential aspect of its submission, the Applicant must mark such query confidential. In these circumstances the Contracting Authority will determine in its absolute discretion the appropriate course of action.
- 1.3.3 Subject to the above, it will be a requirement that Applicants, as well as their respective advisers, contractors, servants and/or agents treat all exchanges with the Contracting Authority as confidential. Applicants may also be asked to enter into undertakings of confidentiality should it become appropriate to release confidential information to them.
- 1.3.4 The last date for the Contracting Authority to issue clarifications will be six (6) days before the PQQ Closing Date and Time.

1.4 PQQ Closing Date and Time

- 1.4.1 PQQ Questionnaire responses must be submitted not later than **5 pm on 21st August 2026** (the "**PQQ Closing Date and Time**") the closing date stated in the OJEU Notice. It is the responsibility of each Applicant to ensure that all materials are uploaded to the etenders website in time.
- 1.4.2 It is not currently envisaged that the PQQ Closing Date and Time will be extended.

1.5 Important Notice

- 1.5.1 The information in this document is preliminary only and will be superseded by the ITN Documents in the Negotiation Phase of the Competition. The information provided is offered in good faith for the guidance of Applicants, but no warranty or representation is given as to the accuracy or completeness of any of it and the Contracting Authority and their advisers shall not be under any liability for any error, misstatement or omission.
- 1.5.2 The Contracting Authority reserves the right to amend this PQQ, its requirements and any information contained herein at any time by notice, in writing, to the Applicants.
- 1.5.3 Reference in this Section 1.5 (Important Notice) to the PQQ shall include all information contained in the PQQ and any other information (whether written, or in machine-readable form) or opinions made available during this Selection Phase of the Competition by or on behalf of the Contracting Authority, their respective advisers, contractors, servants and/or agents in connection with this PQQ or the Competition.
- 1.5.4 Applicants should obtain such legal, financial, tax or other advice as may be relevant to their participation in this Competition, the preparation of their submissions and the entry into any Concession Agreement.
- 1.5.5 Defined terms in other communications from the Contracting Authority concerning this Competition shall have the meanings given to them in this PQQ.
- 1.5.6 Applicants should note that the award of any Concession Agreement will be subject to
- (a) the Applicant providing a current Tax Clearance Certificate from the Revenue Commissioners in Ireland. Applicants should familiarise themselves with Revenue requirements by visiting www.revenue.ie; and
 - (b) evidence that the Requisite Insurances have been obtained.
- 1.5.7 The information as set out in this PQQ is being made available on the basis that it is used only in connection with this Competition and for no other purpose whatsoever.
- 1.5.8 Where personal information is requested from Applicants, this information will be kept confidential and will only be used for the evaluation of submissions and in the case an Applicant is successful to verify performance of the Concession Agreement. Applicants submitting personal information on behalf of their employees should only include information relevant to the response required (date of birth, nationality, address, etc. are not required). Applicants should inform their employees that personal data is being provided to the Contracting Authority. Where an Applicant is unsuccessful, the Contracting Authority will delete all personal data within six (6) years of advising the Applicant that they were unsuccessful. Where an Applicant is successful and awarded a Concession Agreement, the Contracting Authority will delete all

personal information within six (6) years of its termination or expiry. The Contracting Authority reserves the right if required under law to provide this personal information to the relevant authority.

- 1.5.9 Any attempt by an Applicant to influence this Competition through canvassing or other means shall result in the Applicant being eliminated from the Competition. If any Applicant is found to have at any time offered to give or have agreed to offer or to give to any person any bribe, gift, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any favourable action in relation to this Competition, such Applicant will be automatically excluded from the Competition.
- 1.5.10 Applicants' attention is drawn to the Competition Act 2002 - 2022, which makes it a criminal offence for economic operators to collude on prices or terms in a competition.

1.6 Information relevant to the Concession Agreement

- 1.6.1 In certain circumstances the successful Tenderer will have access to personal data and the Contracting Authority will require them to sign a Data Processing Addendum or Data Processing Protocol and in discharging its obligations under the Concession Agreement, the successful Tenderer will be responsible for and shall comply with all applicable data protection laws, including, Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and the Data Protection Act 2018. The successful Tenderer will perform the Services and discharge its obligations under the Concession Agreement in such a way that the Contracting Authority complies with, and does not breach, its obligations under Data Protection Law.
- 1.6.2 During the performance of the Concession Agreement, the successful Tenderer will have obligations in relation to taxation, environmental protection, employment protection and working conditions. Applicants may obtain information regarding their obligations in relation to:
- Taxation from the Irish Revenue Commissioners (www.revenue.ie).
 - Environmental Protection from the Environmental Protection Agency (www.epa.ie).
 - Employment Protection and Working Conditions from the Department of Jobs, Enterprise and Innovation (www.djei.ie).
- 1.6.3 The successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by the successful Tenderer for the purposes of providing the Services.
- 1.6.4 The requirement of the Acquired Rights Directive as implemented into Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("SI 131/2003"), may apply to staff currently employed by any incumbent operator of services that are the subject of the Competition.
- 1.6.5 It is the Contracting Authority's policy to operate in an environmentally, socially and economically sustainable manner. It is anticipated that to the extent applicable, the successful Tenderer will be required to comply with all applicable environmental laws, including (but not limited to) in relation to:
- Waste management.
 - Wastewater discharge.
 - Air emissions controls.
 - Environmental permits and environmental reporting.
- 1.6.6 The successful Tenderer must also comply with any additional environmental and sustainability requirements and ethical manufacture practices specific to the products or services that are the subject of the Concession Agreement.
- 1.6.7 The Contracting Authority implements the Energy Management System ISO 50001. Where applicable, in respect of the Services, account shall be taken of, inter alia, the basis of the energy performance for equipment and services that are expected to have an impact on energy performance.
- 1.6.8 Any Registrable Interest involving the Applicant and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the submission or, in the event of this information only coming to their notice after the submission of a PQQ Questionnaire response it should be communicated to the Contracting Authority immediately upon such information becoming known to the Applicant. The terms '**Registrable Interest**' and

'Relative' shall be interpreted as per Section 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 will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating an Applicant from the Competition, or suspension or termination of the Concession Agreement.

1.6.9 The Contracting Authority operates a Supplier Performance Management process, and the Successful Tenderer may be evaluated against pre-defined Key Performance Indicators (KPI's) and failure to meet these KPI's may result in suspension or termination of the Concession Agreement.

1.6.10 The Contracting Authority has appointed a supplier to manage and process all of its customs clearance requirements for goods being supplied to the Contracting Authority from outside of the European Union. This supplier must be used, and the successful Tenderer will be given instructions on how this account will be managed if needed. No other supplier will be accepted by the Contracting Authority in relation to customs clearance requirements.

Part 2: Introduction to the Contracting Authority

The Contracting Authority, daa plc, formerly Dublin Airport Authority and formerly Aer Rianta, is a major international airport company employing over 3,000 people. The Contracting Authority's principal activities are airport development, operation, and management, Irish and international airport retail management and international airport investment. A copy of the Annual Report and Financial Statements of the Contracting Authority is available on the Internet (www.daa.ie).

Part 3: Requirements

The Contracting Authority has a requirement for a supplier to deliver Foodvenience Services as described herein. Below are the core requirements and technical skills that will be required to provide these Services.

Applicants should bear these requirements in mind when responding to the PQQ Questionnaire.

INTRODUCTION

"Foodvenience" is the evolution of retail—bringing together restaurant quality, freshly prepared food and beverage with the speed and accessibility of a modern convenience offer. The category has moved beyond traditional formats, removing the historic trade-off between quality and convenience. Today's Foodvenience standard delivers:

- Fresh, high-quality, locally sourced food and beverage
- Strong, recognisable brand propositions
- Seamless integration of food service and essential retail
- A balance of immediacy and experience

Foodvenience is no longer a "quick fix" but a **trusted, quality-led and experience-driven proposition**, particularly within high-footfall transport environments where time, clarity, and confidence in choice are critical.

Dublin Airport is one of the busiest transport hubs in Ireland, with over **1,000 daily coach departures** and a clear ambition for continued growth. This is complemented by approximately **2,400 daily users** of the T1 short-term car park and an enhanced pre-book taxi offering located directly outside the Atrium.

Dublin Airport has 50 units that provide food & beverage across our terminals and campus. Since 2019, an ambitious transformation programme has revolutionised the offering for passengers and airport users. Foodvenience is the latest pillar in this journey.

The T1 Atrium in Dublin Airport is a critical thoroughfare located on the ground floor of the Terminal 1 short-term car park, forming the primary route between the coach park and Terminal 1. It serves a high-volume, time-sensitive audience comprising passengers, staff, and airport users.

Notably, approximately **55% of passengers travelling through Dublin Airport are Irish residents**, creating a strong base of repeat, highly familiar users alongside international passengers. In such a dynamic, high-footfall environment, recognisable and trusted brand propositions play a critical role in enabling rapid decision-making, particularly for frequent and time-pressured customers.

Positioned at the intersection of these transport modes, the T1 Atrium presents a unique and scalable commercial opportunity. With passenger numbers projected to **exceed 40 million per annum within the next five years**, the location is ideally placed to capitalise on sustained increases in footfall, dwell patterns, and demand for high-quality, time-efficient food and retail solutions.

The convergence of **high repeat domestic usage, growing international traffic, and time-sensitive customer missions** reinforces the need for a proposition that is immediately recognisable, easy to navigate, and aligned with established Foodvenience industry standards—where brand familiarity, clarity of offer, and speed of experience are critical to driving participation and commercial performance.

STATEMENT OF REQUIREMENTS

Our requirement is to create an **industry-leading Foodvenience destination** within the T1 Atrium at Dublin Airport - one that is immediately recognisable, highly functional, and compelling to a diverse and time-pressured audience.

This vision is grounded in the unique passenger mix at Dublin Airport, where approximately **55% of users are Irish residents**. This creates a significant base of **repeat, familiarity-driven customers**, alongside international passengers who require clear, intuitive propositions that can be understood instantly. In this context, strong brand recognition and clarity of offer are essential to enabling **rapid decision-making, trust, and repeat engagement**.

The proposition must seamlessly service:

- Customers on the move requiring speed and efficiency.
- Customers with dwell time seeking quality and comfort.

The proposition should strike a deliberate balance between **speed, accessibility, and operational efficiency**, while creating opportunities for customers to pause, recharge, and engage.

CORE PILLARS OF REQUIREMENTS

Food

- Deliver a consistently high-quality food and beverage offering that reflects the best of Irish hospitality.
- Provide a compelling proposition across all dayparts on a **24/7 basis**.
- Maintain excellence in product quality, freshness, and service consistency.

Convenience (“Venience”)

- Offer a curated and evolving range of essential retail items.
- Ensure intuitive placement and visibility to support **fast, low effort purchasing decisions**.
- Continuously adapt the range to meet changing customer needs

Brand, Design & Customer Experience

In line with established Foodvenience industry dynamics, the unit must deliver a **strong, distinctive and recognisable brand proposition** that can be immediately understood.

This requirement reflects how consumers behave in real-world convenience environments. In **time-pressured, low-consideration purchase contexts**, customers rely on **familiar and trusted brands as decision shortcuts**, using them as indicators of quality, safety, and value.

Accordingly, the design and execution must:

- Clearly communicate the proposition from the exterior through **strong identity and impactful signage**
- Ensure **high product visibility and intuitive navigation**.
- Provide clear zoning across food, beverage, and retail categories.
- Enable a seamless journey from entry to exit.
- Support both speed-led and dwell-led customer missions.

The overall environment must allow customers to **instantly recognise, interpret, and engage with the offer**, regardless of familiarity with the space or time available.

Operational Excellence & Technology

In line with Foodvenience industry standards, the operation must deliver a **frictionless end-to-end customer journey**, balancing immediacy with comfort.

Key requirements include:

- Efficient customer flows to support high throughput.
- Strategic product placement to drive participation and basket size.
- Integration of **best-in-class technology** across ordering, payment, and fulfilment

In a **high-footfall, 24/7 environment** such as the T1 Atrium, proven experience in deploying scalable and efficient technology solutions is critical.

The proposition must demonstrate:

- Strong use of **data and insights** to optimise performance
- Effective systems and processes to ensure speed and consistency.
- Robust supply chain capability to maintain availability and quality.
- Operational resilience across all dayparts

With reference to these core pillars of requirements, we are seeking a **Foodvenience operator** with proven experience in high-footfall, environments and a demonstrated ability to deliver best-in-class propositions.

The successful Tenderer will:

- Develop a **recognisable, brand-led Foodvenience offer**.
- Deliver a **high-quality, differentiated Foodvenience with Irish provenance at the heart (brand mix, supply partnership and service standards)**
- Leverage **innovation and technology** to drive efficiency and throughput.
- Meet the needs of diverse, often time constraint customer segments.
- Deliver **strong commercial performance alongside an exceptional passenger experience** on a 24/7 basis.

The Foodvenience offering within the T1 Atrium Retail Unit / Additional Space should include but not be limited to the following mix of products:

F&B Products

- Fresh food deli offering
- Hot food offering
- Grab & Go options.
- Coffee (barista and automatic, push button)
- Fresh bakery and fruit

Convenience Products

- Confectionary
- Grocery
- Agency items including bus tickets, Leap cards, National Lottery and scratch cards.
- Tobacco products
- Off-licence products

This opportunity requires an operator with the experience and drive to cater to a diverse range of customer needs in a vibrant, busy airport, bringing the very best of Ireland's food & drink scene to all of Dublin Airport's users.

This is a unique chance to become a key partner in shaping Dublin Airport's F&B experience over the next 5-7 years.

This exciting opportunity comprises the below two locations at Dublin Airport:

1. Terminal 1 Atrium Building - Landside: Foodvenience Unit – **422sqm** – Previously operated as Wrights Food Fayre + additional space adjacent to the main unit

and

2. Pod / Coffee Truck Location next to the Atrium – **Est. 10-15sqm**

Please note that all employees working at Dublin Airport to deliver this opportunity must undergo a background check.

Part 4: Evaluation Process

- 4.1 The PQQ evaluation will focus on the legal, financial and technical capacity of the Applicant to perform the Concession Agreement. Further detail of the Selection Criteria by which this will be assessed is set out in Section 7 below.
- 4.2 The PQQ process will not involve Applicant presentations. Evaluation will be based on the written submissions only.
- 4.3 The daa team managing this Competition is as follows:

Name	Job Title	Tender Role
Robert Mckay	Procurement Category Lead	Procurement Officer
Sorcha Nic Eoin	Head of Commercial B2B	F&B SME Evaluator
Mark Sutcliffe	Senior F&B Concessions Manager	F&B SME Evaluator
Barry Keane	Commercial Development Manager	F&B SME Evaluator
Sheena Murray	Senior Finance Manager Commercial	Financial SME Evaluator

Part 5: Submissions by Consortia

- 5.1 Applications may be submitted by single entities or by consortia. The Contracting Authority acknowledges that, in order to offer the resources and range and depth of skills required, entities may wish to form a

Consortium. If a Consortium is successful, it may be required to enter into a Concession Agreement on a joint or several basis or it may be required to establish a new legal entity to perform the Concession Agreement (with appropriate parent company guarantees in place)

- 5.2 Some of the questions in the PQQ Questionnaire are to be answered by the Lead Applicant on behalf of the Applicant as a whole, while others are to be answered by the Lead Applicant in respect of their own operations only. The PQQ Questionnaire identifies the entity(ies) who should answer each question.

Part 6: Reliance on Resources

- 6.1 Where, in order to prove its financial or technical standing (including, for the avoidance of doubt, in relation to turnover), an Applicant, or any Consortium Member relies on the resources/capacities of entities with which it is directly or indirectly linked, (including, for example, but not limited to, reliance on a parent company's resources/capacities) it must establish to the Contracting Authority's satisfaction that it will have available to it the resources/capacities of those entities or undertakings which are necessary for the performance of the Concession Agreement (by way of a letter from such Supporting Entity to the Contracting Authority confirming that it will make such resources/capacities available if the Applicant/Consortium is successful and that it will enter into contractual commitments to this effect if required to do so).
- 6.2 It is anticipated that the Contracting Authority will require any Supporting Entity who offers resources or support to an Applicant to contract on a joint and several basis, provide guarantees, collateral warranties, direct agreements or some other structure or contractual mechanism as the Contracting Authority considers necessary in order for it to have appropriate recourse to resources being relied on.
- 6.3 Where any Applicant is relying on the financial resources of a Supporting Entity then, in addition to its response to Part A7 of the Questionnaire, the information required in Part C(1) of the PQQ Questionnaire must be provided in respect of the Supporting Entity (instead of the Applicant) and the information in Part C(2) and (3) must be provided in respect of both the Applicant and the Supporting Entity.
- 6.4 Where any Applicant is relying on the technical resources of a Supporting Entity then, in addition to its response to Part A7 of the Questionnaire, the information required in Part D of the PQQ Questionnaire must be provided in respect of the Supporting Entity (instead of the Applicant).
- 6.5 The Contracting Authority also reserves the right to require a Part B statement from a Supporting Entity.

Part 7: Procurement Procedure

7.1 General

- 7.1.1 The Contracting Authority anticipates that the Competition for the Concession Agreement will be carried out within the indicative timeframe set out below:

Issue of PQQ documents	21 st July 2026
Latest time and date for Applicants to submit queries	5pm on 31 st July 2026
PQQ Closing Date and Time	5 pm on 21 st August 2026
Notification of outcome of PQQ evaluation	September 2026
Issue of ITN Documents to short-listed Applicants (Tenderers)	September 2026
Negotiation meetings (at discretion of Contracting Authority)	September/October 2026
Deadline for submission of Tender responses	October 2026
Standstill Period	14 days standstill letter issued
Award of Concession Agreement	November 2026

N.B. The dates above are indicative only and subject to change by the Contracting Authority.

- 7.1.2 Applicants should note that nothing in this document is intended to identify or define the award criteria. This information on the award criteria to be used to evaluate tender responses will be set out in the ITN Documents.

7.2 PQQ stage

- 7.2.1 Responses to the PQQ Questionnaire returned by Applicants will first be assessed in accordance with the Eligibility Requirements set out in Section 7.5 (Eligibility Requirements).
- 7.2.2 Applicants that satisfy the Eligibility Requirements will have their responses to the PQQ Questionnaire Parts C and D evaluated in accordance with Section 7.6 (Financial Standing) and Section 7.7 (Technical Ability) and will receive a ranking.
- 7.2.3 Applicants who do not pre-qualify or are not shortlisted will be notified in writing by the Contracting Authority.

7.3 Process for Shortlisting

- 7.3.1 In order to be considered for shortlisting, Applicants should note that they:

Step One: must satisfy the Eligibility Requirements as set out in Section 7.5 (Step One).

Step Two: must meet the financial requirements as set out in Section 7.6 (Step Two); and

Step Three: must receive at least the minimum marks required in respect of technical ability, as referred to in Section 7.7 (Step 3).

- 7.3.2 If the eligibility requirements referred to in Section 7.5 are not met, the Applicant may or shall be eliminated from the Competition in accordance with the Concession Regulations.
- 7.3.3 If the financial requirements referred to in section 7.6 or any minimum score referred to in Section 7.7 are not all achieved, the Applicant in question will be eliminated from the Competition.
- 7.3.4 Those Applicants who meet the eligibility requirements referred to in Section 7.5 and who meet the minimum requirements referred to in Section 7.6 and 7.7 will be ranked in descending order based on the marks obtained against the Selection Criteria under Section 7.7 (Technical Ability). The two (2) highest scoring compliant Applicants will be short-listed to progress to the Negotiation Phase of the Competition.

7.4 Tie Break

- 7.4.1 In the event that the evaluation conducted in accordance with Section 7.7 (Technical Ability) results in a tie between two or more Applicants, then the Applicant with the highest marks in relation to Technical Ability - Criterion C (Customer Experience & Commercial Performance) will be given the higher ranking. If any Applicants are still tied then, of those Applicants, the Applicant with the highest marks in relation to Technical Ability - Criterion B (Brand Proposition) will be given the higher ranking.

7.5 Eligibility Requirements (Step One)

- 7.5.1 Applicants should refer to Part B of the PQQ Questionnaire for the eligibility requirements which will be applied in accordance with Regulation 37 of the Concession Regulations.

7.6 Financial Requirements (Step Two)

7.6.1 *Financial Robustness and Turnover*

- 7.6.1.1 The financial robustness of the Applicant and each Consortium Member (or a Supporting Entity upon which any such economic operator relies to meet the financial robustness requirements) will be evaluated based on its overall financial position at each of its last three financial year ends. In respect of the financial statements, the Contracting Authority's review will include the profit and loss account, the balance sheet and cashflow statement.

In order to pass the financial robustness assessment the Applicant and each Consortium Member (or a Supporting Entity) (as the case may be) will be required to **demonstrate profitability and cash generation, sufficient to service their debt obligations (if any) and other liabilities and to generate sufficient working capital to undertake the services that are the subject of the Concession Agreement being procured.**

As part of the financial robustness assessment referred to above each Applicant and (where applicable) each Consortium Member (or a Supporting Entity relied upon to meet the above financial requirements) should also provide information about legal proceedings and tax or other regulatory investigations (as required by the PQQ Questionnaire).

Where the Contracting Authority considers, based on its objective assessment of the information provided referred to in the table below, that an Applicant has not, on balance, demonstrated that it is financially robust, the Contracting Authority shall eliminate the Applicant from the Competition.

7.6.1.2 Where, for any valid reason, the Applicant is unable to provide the information requested in the PQQ Questionnaire, it may prove its financial robustness by any other document which the Contracting Authority considers appropriate. Applicants should draw the Contracting Authority's attention to this before submitting their PQQ Questionnaire response so that the Contracting Authority has the opportunity to advise if the alternative information proposed would be appropriate.

7.6.1.4 **In addition** to the above financial robustness requirement, the Applicant and each Consortium Member (or a Supporting Entity upon which any such economic operator relies to meet the financial robustness requirements) must be able to demonstrate a minimum turnover of **€14 million in each of its last three financial years**. Failure to demonstrate this level of turnover in each of these years shall result in the Applicant being eliminated from the Competition.

7.6.1.5 Applicants are permitted to rely on the financial resources of a Supporting Entity to meet the requirements of this section 7.6, in accordance with the provisions of Part 6.

7.6.2 Insurance

7.6.2.1 Each Applicant/Consortium Member (where applicable) and any Supporting Entity relied upon by the Applicant or a Consortium Member to meet the financial standing or technical requirements of the PQQ must also provide a broker's letter confirming that it has the ability to secure the minimum levels of insurance specified in Part C(2) of the PQQ Questionnaire. Applicants must also provide details of any insurance claims as required in Part C(2). Failure to provide confirmation of required insurance cover or information on insurance claims shall result in the Applicant being eliminated from the Competition.

7.6.2.2 Further details on insurance requirements will be made available to short-listed Tenderers.

7.7 Technical Ability (Step Three)

7.7.1 The Contracting Authority will award marks for technical experience in accordance with Part D of the PQQ Questionnaire.

7.7.2 Initial scores (0-5) will be weighted in accordance with Part D and weighted scores will be aggregated to generate a score out of 100 for technical ability.

7.7.3 If any minimum score specified in Part D is not achieved, the Applicant in question will be eliminated from the Competition.

7.8 Information

7.8.1 In order to assist the Contracting Authority to evaluate the extent to which an Applicant meets the requirements relating to technical capability, legal standing, economic and financial standing set out above, Applicants are required to provide all of the information requested in the PQQ Questionnaire.

7.8.2 No Applicant may discuss with another Applicant any aspect of their submission or otherwise exchange information or collude in respect of this Competition. Any Applicant who fails to comply with this requirement may be disqualified.

7.9 Requirements

7.9.1 If a response to the PQQ Questionnaire fails to comply in any respect with the requirements set out in this PQQ or is ambiguous, the Contracting Authority will be entitled at its absolute discretion (but will not be obliged), to take such steps as it considers appropriate (at its sole discretion) including (but not limited to):

- a) rejecting the relevant response as non-compliant;
- b) clarifying the response;
- c) meeting with, raising issues and/or seeking clarification from the Applicant in respect of the relevant response;

- d) requesting the Applicant 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;
- e) waiving a requirement which, in the opinion of the Contracting Authority, is not material and/or is procedural; and/or
- f) amending the relevant requirement and inviting the other Applicants to adjust their respective responses on the basis of such revised requirement.

Part 8: Conflict of Interest

- 8.1 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. Following receipt of such information the Contracting Authority will, in its absolute discretion, decide on the appropriate course of action.
- 8.2 Without prejudice to the above, the Contracting Authority recognises that there may be entities (such as key sub-Concessionaires) who wish to be involved with more than one Applicant, in this Competition. Where any entity wishes to participate in more than one Applicant, it must contact the Contracting Authority promptly to seek consent (and in advance of submitting a PQQ Questionnaire response). No entity may be involved with (including acting as advisor to or sub-Concessionaire to) more than one Applicant without the prior approval of the Contracting Authority. Following notification, the Contracting Authority will take such steps as it considers appropriate, which may include prohibiting the entity from being involved with more than one Applicant or making such involvement conditional on certain requirements being met. These requirements may include, but not be limited to, requiring certain information barriers to be put in place within the entity and requiring confirmation that each Applicant with whom the entity is participating is aware of, and has no objection to, the participation on multiple teams.

Part 9: Change in Applicants

- 9.1 Any change in the ownership, structure or control of the Applicant or any entity comprising the Applicant or any change to information provided in a PQQ Questionnaire response after the Applicant has submitted its response to the PQQ Questionnaire must be promptly notified to the Contracting Authority in writing and may lead to disqualification of the Applicant unless approved by the Contracting Authority in writing. The Contracting Authority reserves the right, at its absolute discretion, to withhold such approval for any such changes and to disqualify the Applicant concerned from any further participation in the procurement process.

Part 10: PQQ Questionnaire

- 10.1 Applicants are required to provide all of the information requested in the PQQ Questionnaire, in the form required. Please also refer to the Guidance Notes in the PQQ Questionnaire.
- 10.2 This PQQ is being provided on the same basis to all prospective Applicants. Whilst reasonable endeavours have been made to inform Applicants of the requirements of the Services, Applicants should form their own views and conclusions about the methods and resources needed to meet the Contracting Authority's requirements.
- 10.3 Applicants are expressly and strictly prohibited from discussing with other Applicants any aspect of their response to the PQQ Questionnaire or otherwise exchanging information or colluding in respect of the Services. Any Applicant who fails to comply with this requirement may be disqualified.

Part 11: Request for Clarification

- 11.1 Without prejudice to the generality of Part 7.9 (PQQ Requirements) the Contracting Authority reserves the right to request Applicants to provide clarification of any matter set out in an Applicant's response to the PQQ Questionnaire. Note that Contracting Authority may not require any or all Applicants to clarify their responses and Applicants should draw no conclusion from any failure to request clarifications.
- 11.2 The Contracting Authority reserves the right to contact any referees provided in respect of Part D of the PQQ Questionnaire.

Part 12: Confidentiality

- 12.1 Without prejudice to Section 1.3 (Communications), the Contracting Authority reserves the right at its sole discretion to share the Applicants' responses to the PQQ Questionnaire with relevant authorities or nominated professional advisers.
- 12.2 This PQQ documentation shall be treated as private and confidential. Applicants shall not release details of this PQQ and/or any accompanying documentation other than on a confidential basis to those who have a legitimate need to know, or whom they need to consult for the purpose of preparing their PQQ Questionnaire

response. Applicants shall not, at any time, release information concerning the PQQ, the PQQ Questionnaire, their response or the outcome for publication in the press or on radio, television, screen, Applicants' web sites or any other medium, either electronic or hard copy.

- 12.3 Applicants should note that it may be a condition of the release of the ITN Documents that all shortlisted Applicants enter into a non-disclosure agreement in such form as shall be provided by the Contracting Authority.
- 12.4 Uploading files to a third-party virus checking site/tool can pose privacy, confidentiality, and security risks. When a file is submitted, it may be shared with multiple antivirus vendors, security researchers, and potentially government agencies for analysis. This means sensitive, proprietary, or commercially sensitive information could be exposed, potentially leading to data leaks, reputational damage, or targeted attacks by malicious actors. To check if a file is safe without risking exposure, Applicants should use up-to-date local antivirus software to scan the file(s).

Part 13: Amendments to and/or Qualification of the PQQ

- 13.1 If, as a result of:

- a) queries / requests or proposals (including those marked as confidential, and whether or not withdrawn).
- b) any discussion or other communication between the Contracting Authority and an Applicant.
- c) developments in the Contracting Authority's procurement programme, the Services, the market, and/or legal requirements; or
- d) otherwise

the Contracting Authority is of the opinion that a clarification of, and/or amendment to, this PQQ or the PQQ Questionnaire and/or additional information is required to be issued, then the Contracting Authority will be entitled to make any such clarification of, and/or amendment to the PQQ or PQQ Questionnaire at any time.

Part 14: Disclaimer

- 14.1 The Contracting Authority has prepared this PQQ with its professional advisers for the sole purpose of inviting expressions of interest from potential Applicants. The information set out in the PQQ and the PQQ Questionnaire is being made available on 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 an Applicant may require in connection with the Services and Applicants must rely on their own enquiries in this regard. The information set out herein will be superseded by the Request for Tender (RFT).
- 14.2 The Contracting Authority and its professional advisers have taken all reasonable care to ensure that the material set out in the PQQ is true and accurate in all material respects as at the time of publication. However, the documents do not purport to be in any way comprehensive in respect of all matters relevant to the Contracting Authority's requirements for the Services or to have been independently verified. Neither the Contracting Authority nor any of its professional advisers accepts any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 14.3 Neither the Contracting Authority nor any of its professional advisers will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from, the PQQ or for any other written or oral communication made available during the course of the pre-qualification process. No representation or warranty is made in respect of such opinions, statements or conclusions. No contract to be entered into with a successful Applicant will contain any representation or warranty in respect of the PQQ.
- 14.4 This PQQ and the PQQ Questionnaire do not constitute an offer to enter into a contract and neither the documents themselves nor any of the information set out therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. None of the information set out herein will constitute a contract or part of a contract between the Contracting Authority and any Applicant, including (but not limited to) a contract about this Competition. No legal relationship or other obligation shall arise between any Applicant and the Contracting Authority (other than an Applicant's irrevocable offer to keep its tender open for the prescribed period and any confidentiality obligations imposed on the Applicant pursuant to this PQQ) unless and until a contract has been formally executed in writing by the Contracting Authority and the Applicant, or a letter of acceptance has been issued by the Contracting Authority to the Applicant, and any conditions precedent to such document's effectiveness have been fulfilled. No reliance shall be placed on any information or statements contained in this PQQ, and no representation or warranty, express or implied, is or will be made in relation to such information/statements.
- 14.5 The Contracting Authority reserves the right, at any time and without notice or liability, not to proceed with some or all of the Services, to terminate the Competition (or any part thereof), to change the basis of and the procedures for the bidding process and/or to procure the Services by alternative means if, in the

Contracting Authority's opinion and at its sole discretion, it appears that the Services can be thereby more advantageously procured. In addition, the Contracting Authority reserves the right to amend this PQQ and the PQQ Questionnaire, its requirements and any information contained herein at any time by notice in writing to the Applicants.

- 14.6 The Contracting Authority, and its professional advisers will bear no liability whatsoever to anyone whether participating in this Competition or not and, for the avoidance of doubt, will not be liable for any costs or losses incurred howsoever arising in connection with the Competition including, without limitation, any loss of profit or other economic loss incurred.
- 14.7 Recipients of this PQQ 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 this PQQ in certain jurisdictions may be restricted by law and, accordingly, recipients represent that they are able to receive this PQQ without contravention of any unfulfilled registration requirements or other legal restrictions in the jurisdiction in which they reside or conduct business.
- 14.8 Irish law is applicable to this PQQ, and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the PQQ. Each Applicant's acceptance of delivery of the PQQ constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer.

Part 15: Definition of Terms

Defined terms used in this PQQ or in the PQQ Questionnaire shall have the meaning given to them below.

"Applicant" means the entity which submits a response to the PQQ Questionnaire, which may be a single entity or a Consortium.

"Applicant's Authorised Representative" means the person authorised by an Applicant and identified in Part A2 (Applicant's Authorised Representative) of the PQQ Questionnaire, to act on behalf of the Applicant in its dealings with the Contracting Authority during this Competition.

"Competition" means the competition for the Services as advertised in the Contract Notice.

"Concession Agreement" means the contract to be awarded to the successful Tenderer in this Competition, a draft form of which will be issued as part of the ITN Documents to Tenderers at the commencement of the Negotiation Phase.

"Concession Regulations" means the European Union (Award of Concession Contracts) Regulations 2017 (S.I. 203 of 2017), as amended.

"Consortium" means a group of economic operators who wish to tender for and be awarded the Concession Contract pursuant to this Competition, as identified in a PQQ Questionnaire response. For the avoidance of doubt, a Consortium does not include sub-contractors or Supporting Entities.

"Consortium Member" means an economic operator who is a member of a Consortium.

"Contract Notice" means the advertisement despatched on 21st of July 2026 for publication in the OJEU.

"Contracting Authority" and **"daa"** means daa plc.

"Contracting Authority's Requirements" means the detailed Services requirements which will be issued as part of the ITN Documents to Tenderers at the commencement of the Negotiation Phase.

"Data Protection Law" 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.

"Eligibility Requirements" means the eligibility requirements referred to in Section 7.5 (Eligibility Requirements) of this PQQ.

"Foodvenience" or **"Foodvenience Services"** or **"Services"** means the services described in Part 3 of this PQQ, to be provided pursuant to a Concession Agreement.

"ITN Documents" the Invitation to Negotiate, draft Concession Agreement and any other information (whether written or oral) made available to Tenderers during the Negotiation Phase of the Competition by or on behalf of the Contracting Authority, and any amendments thereto by the Contracting Authority.

"OJEU" means Official Journal of the European Union for submission of the PQQ Submission.

"PQQ Closing Date and Time" has the meaning given to it in Section 1.4 of this PQQ.

"PQQ Questionnaire" means the questionnaire accompanying this PQQ to be completed by Applicants who wish to be selected for the Negotiation Phase of the Competition.

"Requisite Insurances" means the insurances referred to in Part C of the PQQ Questionnaire.

"Selection Criteria" means the criteria referred to in Sections 7.5 to 7.7 of this PQQ.

"Selection Phase" means the phase of the Competition commenced by the publication of this PQQ, which is intended to lead to the selection for Tenderers for the Concession Agreement.

"Supporting Entity" means has the meaning given to it in Section A7 of the PQQ Questionnaire.

"Tenderer" means an economic operator (or Consortium) that has been selected to participate in the Negotiation Phase of the Competition based on its response to the PQQ Questionnaire.