
Request for Information (RFI) – Design, Manufacture and Installation of Unit Load Device (ULD) Storage System at Dublin Airport



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Part 1: Glossary of Terms

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

“Applicant” means the entity which submits a response to the RFI Questionnaire for the Project, which may be a single entity or a group.

“Applicant’s Authorised Representative” means the person authorised by an Applicant and identified in Part A2 (Applicant’s Authorised Representative) of the RFI Questionnaire, to act on behalf of the Applicant in dealings with the Contracting Authority in respect of the Competition.

“Assessment Criteria” means the criteria referred to in Section 8.7 (Assessment Criteria Minimum Requirements) of this RFI.

“Closing Date” means the date and time set by the Contracting Authority for the submission of responses to this RFI

“Competition” means the procurement competition for the Project.

“Consortium” means a group made up of two or more companies and includes joint ventures.

“Contract” means a legally binding agreement that is formally executed in writing between the Contractor and the Contracting Authority.

“Contract Notice” means the advertisement dispatched for publication in the OJEU.

“Contractor” means the successful Tenderer in the Competition who is required to enter into a Contract with the Contracting Authority.

“DAA” or **“daa”** means daa plc the Contracting Authority.

“The Contracting Authority” means daa plc.

“Eligibility Requirements” means the eligibility requirements referred to in Section 8.5 (Eligibility

“KPI” means key performance indicators.

“Lead Applicant” means the entity whom it is proposed will enter into the contract with the Contracting Authority, if the Applicant is successful.

“Minimum Requirements” means the minimum requirements for shortlisting referred to in Section 8.6 (Minimum Requirements for RFI) of this RFI.

“OJEU” means Official Journal of the European Union.

“Project” for the purpose of this RFI, means the provision of a Contractor to assist the Contracting Authority in the Scope as described in more detail in Part 4 (Scope) of this RFI.

“Request for Tender” means the RFT document and any appendices thereto and any other information (whether written or oral) or opinions made available during the Request for Tender stage of the Competition by or on behalf of the Contracting Authority or its professional advisers, Contractors, Contractor’s servants and / or agents in connection with the Project.

“RFI Questionnaire” means the questionnaire accompanying this RFI to be completed by Applicants interested in developing the Project.

“RFT” means Request for Tender.

“Scope” means the scope of works and / or services for the Project as described in Part 4 (Scope) of this RFI.

“Submission” means a submission by the Applicant(s) in response to this RFI.

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“Tender” means a submission by the Tenderer(s) that are invited to submit Tenders by the Contracting Authority in response to the RFT.

“Tenderer” means the entity which is invited to tender by the Contracting Authority and submits a response to the RFT for the Project, which may be a single entity or a consortium.

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Part 2: The Opportunity and Purpose of this RFI

2.1 Terms & Conditions

- 2.1.1 Terms defined throughout this RFI shall have the meaning given to them in Part 1 (Glossary of Terms).
- 2.1.2 The Contracting Authority, wishes to put in place a Contract with a suitably qualified Supplier (hereafter referred to as the 'Contractor') to act on behalf of the Contracting Authority in carrying out the design, manufacture and installation of a single-tier modular stillage system for the storage and handling of Unit Load Device (ULD) containers in three (3) locations at Dublin Airport, as described in Part 4 (Scope) and other associated works as required by the Contracting Authority.
- 2.1.3 This RFI and the accompanying RFI Questionnaire are hereby made available to potential Applicants expressing an interest in the Project.
- 2.1.4 The purpose of this RFI is to provide Applicants with background information on the Scope of the Project, including nature, structure and scope of the works and / or services. Applicants shall also refer to the Contract Notice and the RFI Questionnaire.
- 2.1.5 Applicants' attention is specifically drawn to Section 2.4 (Important Notice) and Part 15 (Disclaimer) of this RFI.
- 2.1.6 This RFI seeks to provide guidance as to the likely function, quality and standards of the works and / or services to be provided by the Contractor and to outline the process that is anticipated to be followed by the Contracting Authority in the evaluation and shortlisting of Applicants for this position.
- 2.1.7 In the event of any conflict between the information contained in this RFI, or the RFT, or the Contract, the following order of preference shall apply:
- a) the Contract
 - b) the RFT;
 - b) this RFI.
- 2.1.8 Potential Applicants shall note that the Contracting Authority does not anticipate that it will make further information about the Project or the Competition available to Applicants at this stage of the Competition (save for responses to clarification requests).
- 2.1.9 The Contracting Authority reserves the right to make any announcements in respect of the Project at any time during the Competition for the Project.
- 2.1.10 The Contracting Authority intends to shortlist up to six (6) Applicants to receive Request for Tender (RFT) documents for the Contract and to appoint a Contractor on a non-exclusive basis. Further details in relation to the process for selection and appointment are set out in Part 4 (Scope).
- 2.1.11 The Contracting Authority makes no guarantee as to the volume of work on offer. The Contracting Authority reserves the right to proceed with some / all or none of the proposed works and / or services / or any other works.
- 2.1.12 This RFI includes the attached schedules and all supporting and supplemental documentation.
- 2.1.13 If you are awarded business by the Contracting Authority, you may be invited to register and use the Contracting Authority's supplier portal (Oracle). When invited to use the supplier portal use will be mandatory as a condition of award. Further details will be provided to shortlisted Applicant's in the RFT.

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2.2 Response Required

- 2.2.1 The Applicant's response to the RFI Questionnaire shall be forwarded with the fully completed documentation. Responses must be submitted through the e-tenders website only. Responses submitted by hand, post, fax or email will NOT be accepted.
- 2.2.2 It is the responsibility of the Applicant to ensure that its completed response is uploaded to the e-tenders website and submitted to the Contracting Authority not later than the Closing Date advised on the e-tenders website. Applicants are advised to familiarise themselves with the e-tenders website and to allow plenty of time for upload. It is the responsibility of each Applicant to ensure that all materials are uploaded to the e-tenders website in time. Responses must be received not later than the date and time notified to Applicants during the RFI period and referred to below.
- 2.2.3 It is not anticipated that the Closing Date for the RFI responses will be extended under any circumstances. However, the Contracting Authority reserves such a right in certain circumstances.
- 2.2.4 In responding to this RFI all Applicants must comply with the RFI and respond to each element of the RFI Questionnaire and in the order as set out in the RFI Questionnaire.
- 2.2.5 Responses submitted must be compiled such that they can be read immediately using word / pdf readers or any other programme as advised to Applicants.
- 2.2.6 The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corruptible.
- 2.2.7 The responses shall be divided into sections with each section clearly responding to each of the questions asked. Responses shall strictly follow the format and sequence of the questions asked and the templates provided in RFI Volume 2 Part J (Experience) must be used. Information other than that required to answer the question shall NOT be provided as it will not be evaluated. All Submissions shall be in A4 (unless clearly stated elsewhere in the RFI) format and comply with the page limit set out in the RFI Questionnaire.
- 2.2.8 File / folder titles shall not include "~", "#", "%", "&", "*", "{", "}", "\", ":", "<", ">", "?", "/", "|", in the title and the total character string length of root folder, sub folders and file name shall be kept to less than 240 characters. Each file size shall NOT exceed 40MB.

2.3 Communications

- 2.3.1 Queries regarding this RFI 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 is ten (10) calendar days prior to the closing date for receipt of responses to the RFI Questionnaire, although the Contracting Authority may, at its absolute discretion (but will in no circumstance be obliged to), reply to queries received after that date.
- 2.3.2 Such requests received may be collated and responses issued to all Applicants via e-tenders website (www.etenders.gov.ie). All clarification responses issued will be deemed to form a constituent part of the RFI documentation. Where an Applicant believes a query and / or response relates to a confidential aspect of its Submission, the Applicant must mark such query "confidential" or "commercially sensitive". If the Contracting Authority, at its absolute discretion, is satisfied that the query and / or its response shall 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 is inappropriate to answer the query on a confidential basis, it will notify the Applicant and require the Applicant to either withdraw the query or raise any objection within two (2) calendar days and state the grounds for objection. If the query is not withdrawn or no objection is raised or the Contracting Authority is of the opinion that notwithstanding the objection or withdrawal, the query is not confidential or commercially sensitive, the Contracting Authority may issue the query and its response to all the Applicants. The Contracting Authority will determine in its absolute discretion the appropriate course of action in all circumstances.
- 2.3.3 All responses shall not refer to the identity of the Applicant. Subject to the above, it will be a requirement that Applicants, as well as their respective advisers, contractors, servants and / or agents treat all

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exchanges with the Contracting Authority as confidential. Applicants may also be required to enter into undertakings of confidentiality shall it become appropriate to release confidential information to them.

- 2.3.4 The last date for the Contracting Authority to respond to clarifications will be six (6) calendar days before the date for submission of the RFI response.
- 2.3.5 Once Applicants have submitted their RFI responses, they will be deemed to have fully read and understood the Request for Information documents and to have raised any relevant queries and received all necessary clarifications prior to submitting same.

2.4 Important Notice

- 2.4.1 The information in this document is preliminary only and will be superseded by the RFT. 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 its advisers shall not be under any liability for any error, misstatement or omission.
- 2.4.2 All costs incurred by Applicants in respect of the Competition must be borne by them. The Contracting Authority and its advisers shall bear no liability whatsoever to anyone whether participating in this Competition or not and, for the avoidance of doubt, shall 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.
- 2.4.3 None of the information contained here shall constitute a contract or part of a contract between the Contracting Authority and any Applicant. The Contracting Authority reserves the right not to follow up this RFI in any way and / or to change the tendering procedure in whole or in part and / or terminate discussions at any time. The Contracting Authority shall not be obliged to enter into a contract with any Applicant. No legal relationship or other obligation shall arise between the Applicant and the Contracting Authority unless and until the Contract has been formally executed in writing by the Contracting Authority and the successful Applicant and any conditions precedent to the effectiveness of such documents have been fulfilled.
- 2.4.4 The Contracting Authority reserves the right to amend this RFI, its requirements and any information contained herein at any time by notice, in writing, to the Applicants. Such notice shall provide details of the amendments or clarifications and may require the Applicant to contact the Contracting Authority for further information (see 2.3 (Communications) above for further information). The Contracting Authority shall issue a written notice on www.etenders.gov.ie giving full details of such amendments or clarifications. Such notices shall form part of the RFI and may subsequently be incorporated into and form a part of the contract. Each Applicant is responsible for reviewing www.etenders.gov.ie for updates and notices in connection with the RFI.
- 2.4.5 Nothing contained in this RFI is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFI cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future) and are in all respects qualified in their entirety by reference to them.
- 2.4.6 Reference in this Important Notice to “RFI” shall include all information contained in it and any other information (whether written, or in machine-readable form) or opinions made available during this stage of the Competition by or on behalf of the Contracting Authority, its respective advisers, contractors, servants and / or agents in connection with this RFI or the Competition.
- 2.4.7 Defined terms in other communications from the Contracting Authority concerning this Competition shall have the meanings given to them in this RFI.
- 2.4.8 Applicants shall note that any Contract award is subject to production of a current Tax Clearance Certificate from the Revenue Commissioners in Ireland, or for a non-resident, a statement from the Revenue Commissioners in Ireland confirming suitability on tax grounds. Applicants shall familiarise themselves with revenue requirements by visiting www.revenue.ie. Any Contract award is also subject to satisfactory confirmation from the Applicant’s insurers that the Applicant can comply with the insurance requirements of the Contract which are included below in clause 8.6.2 and will be expanded on in the RFT.

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- 2.4.9 The information as set out in this RFI is being made available on the basis that it is used only in connection with this Submission and for no other purpose whatsoever.
- 2.4.10 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 Contract. Applicants submitting personal information on behalf of their employees shall only include information relevant to the response required (date of birth, nationality, and address is not required). Applicants shall inform their employees that personal data is being provided to the Contracting Authority as part of the Submission. Where the Applicant is unsuccessful, the Contracting Authority will delete all personal data within six (6) years of advising the Applicant that they were unsuccessful. Where the Applicant is successful, the Contracting Authority will delete all personal information within six (6) years of Contract end, for whatever reason. The Contracting Authority reserves the right if required under law to provide this personal information to any relevant authority. **N.B.** Applicants should be aware that in order to obtain clearance to work at Cork and/or Dublin Airport, all employees, subcontractors, etc. will be required to obtain the necessary security clearance, which will involve personal details being submitted. The Contracting Authority also operates a Contractors Administration Services (CAS), which again will require personal details to be submitted.
- 2.4.11 Where the successful Tenderer has access to personal data, the Contracting Authority will require them to sign a Data Processing Addendum or Data Processing Protocol and in discharging its obligations under the Contract, the Contractor is responsible for and shall comply with Data Protection Legislation (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 shall perform the services and discharge its obligations under the Contract in such a way that the Contracting Authority complies with, and does not breach, its obligations under Data Protection Law.
- 2.4.12 Any attempt by an Applicant to influence this Competition through canvassing or other means shall result in its Submission being rejected. 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 this Competition.
- 2.4.13 During the performance of the Contract, the successful Tenderer/s will have obligations in relation to taxation, environmental protection, employment protection, working conditions, payments and pensions. Tenderers may be required to obtain information regarding their obligations in relation to:
- Taxation i.e. Irish Revenue, (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)
 - “Code of Practice for Determining Employment or Self-Employment Status of Individuals” (www.revenue.ie)
 - Relevant established Industry Agreements, applicable Legally Binding Sectoral Employment Orders (including Pension/Sick Pay/Death in Service Scheme), Employment Regulation Orders, Registered Employment Agreements all other applicable Labour Agreements and Labour Legislation (www.workplacerelations.ie) and (www.cwps.ie)
- 2.4.14 The successful Tenderer/s shall be responsible for compliance with all of the statutory requirements of an employer and, without generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained by the Tenderer for the purposes of providing the works and / or services sought under the Contract.
- 2.4.15 It is the Contracting Authority’s policy to operate in an environmentally, socially and economically sustainable manner. To the extent applicable, at a minimum, the successful Applicant must comply with all applicable environmental and employment laws, legislation, regulations and standards, such as requirements regarding (but not limited to):

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- Waste management;
 - Wastewater discharge;
 - Air emissions controls;
 - Environmental permits and environmental reporting.
- 2.4.16 The successful Applicant must also comply with any additional environmental and sustainability requirements and ethical manufacture practices specific to the products or services being provided to the Contracting Authority as called for in the RFT.
- 2.4.17 The Contracting Authority implements the Energy Management System ISO 50001. Where applicable, in respect of the works and / or 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.
- 2.4.18 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 its 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 Submission and prior to the award of the contract, it shall 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 and 2001, 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 terminating any contract entered into by an Applicant.
- 2.4.19 Applicant's attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence for Applicants to collude on prices or terms in the Competition. Applicants who endeavour to influence, collude, induce or interfere in any way with the evaluation process or any award decision may have their Submission rejected.
- 2.4.20 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 this Contract. The KPI's are to be further developed and will be defined in the RFT:
- 2.4.21 All Applicants shall have documented grievance, disciplinary and disputes procedures and if requested to, must make available to the Contracting Authority immediately. Applicants shall advise the Contracting Authority of any on-going or potential disputes at the time of Submission.
- 2.4.22 For all construction related contracts, a Contractor's Administration office will operate on site to ensure that all main contractors and subcontractors working on the Project comply with all current labour legislation, appropriate labour agreements and Revenue requirements. All contractors and subcontractors will be required to co-operate with this office. Shortlisted Tenderers will be required to fill out a questionnaire for the Contractor's Admin Office before award of contract.
- 2.4.23 Except in so far as may be directed in writing by the Contracting Authority, no agent or person employed by the Contracting Authority has any authority to make any representation or give any explanation to Applicants as to the meaning of the RFI or to any other matter so as to bind or restrict the absolute discretion of the Contracting Authority. Applicants shall not communicate with an employee or agent of the Contracting Authority in connection with this Competition except to the extent and in the manner provided in this RFI.
- 2.4.24 Applicants will not be allowed to copyright their Submissions. In the event that they require specific areas of confidentiality, these shall be highlighted in their Submissions as described in clause 2.3.2 to this RFI.
- 2.4.25 The terms of this RFI shall survive completion or termination of the Competition.

Part 3: Introduction to the Contracting Authority

- 3.1 The Contracting Authority is a major international airport company which operates Dublin and Cork airports and has an extensive international travel retail and airport services business. The Contracting Authority's principal activities are airport development, operation, and management, Irish and international travel retail management and international airport investment. A copy of the Annual Report and Financial Statements of the Contracting Authority is available at www.daa.ie
- 3.2 Dublin Airport is a key economic facilitator and driver not only for its immediate catchment area but for the entire island of Ireland. We are conscious of direction given in the National Aviation Policy to provide infrastructure that will facilitate promoting Dublin Airport as an international hub, while also meeting the needs of carriers operating in the point-to-point market.
- 3.4 daa's Capital Investment Programme 2020+ ("CIP 2020+") for Dublin Airport, which was approved in 2019 by Ireland's aviation regulator, the Commission for Aviation Regulation, is designed to deliver continued growth at Dublin Airport over the medium term in line with Irish government policy.
- 3.5 This capital programme is currently being reviewed and the delivery timescale of certain planned upgrades at Dublin Airport will be reconsidered. But there will be an ongoing requirement for continued capital investment across Dublin Airport.
- 3.6 Works may take place in critical areas across the airfield, boarding gate piers, terminals and the general airport campus. Working together with key stakeholders, CIP 2020+ must be delivered in a manner that causes minimal impact on the existing airport operation, and our airline customers and passengers.

Part 4: Scope

4.1 Project Overview

- 4.1.1 The Contracting Authority is seeking expressions of interest from the market for the design, manufacture and installation of a single-tier modular stillage system capable of storing up to 750 empty Unit Load Device (ULD) containers in three (3) locations across the airfield at Dublin Airport (refer to drawing ref. D23045-DAA-A01-XX-XXX-DR-C-010-0000).
- 4.1.2 The overall Project objective is to provide safe and secure storage for approximately 750 AKE type ULD containers that can withstand heavy crosswinds, and to maximise the use of available areas on the airfield (refer to location drawing provided in Appendix 1).
- 4.1.3 The Project aims to provide safe, efficient and organised ground storage for empty ULD containers on existing rigid pavement surfaces. The proposed solution shall maximise storage capacity while ensuring ULD containers are securely restrained both vertically and laterally during storage.
- 4.1.4 The proposed stillage system shall be provided across three (3) separate locations with approximate storage areas as follows:
- Site 1: 2,300 m²
 - Site 2: 230 m²
 - Site 3: 1,200 m²
- 4.1.5 Applicants who are shortlisted for RFT stage will be invited to propose a solution that includes:
- Design of a ULD stillage system suitable for outdoor airport operational environments.
 - Provision of layout drawings indicating storage densities.
 - Supply and installation of the proposed stillage at the identified Dublin Airport locations.
 - Testing, commissioning, and handover of the completed installation.
 - Provision of operating, maintenance, and inspection documentation.
- 4.1.6 The proposed solution shall:
- Be suitable for storage of empty ULD containers.
 - Accommodate both AKE and AKH type variants currently operated at Dublin Airport.
 - Provide positive vertical and lateral restraint of all stored ULD containers.
 - Be a single-tier storage solution.
 - Be manually operated with no requirement for electrical power, pneumatic systems, or utility connections.
 - Be compatible with installation on existing rigid pavement surfaces (mechanical fixings).
 - Allow safe loading and unloading of ULD containers using standard airport ground handling equipment.
 - Be durable and suitable for long-term outdoor use in an airport operational environment.

4.2 Contracting Strategy

- 4.2.1 The Contracting Authority intends to invite shortlisted Applicants to participate in a competitive tender process (RFT), at the conclusion of which, the Contracting Authority will award a Contract to one (1) Tenderer to deliver the Project.
- 4.2.2 In order to promote an open and collaborative approach with the appointed Contractor, the Contracting Authority intends to use the NEC4 Engineering and Construction Contract (ECC) for the delivery of this Project. Full details of the contract requirements will be provided to shortlisted Applicants at RFT stage.

Part 5: Evaluation Process

5.1 The RFI evaluation will focus on the capability, experience and capacity of the Applicant, in the opinion of the Contracting Authority, to perform the Contract according to the following key criteria:

- a) **Technical** Profile including relevant experience, Health and Safety, Quality, Environmental, Sustainability, Information Management (BIM) and Information Security Management capabilities (where applicable)
- b) **Financial / Economic** Profile
- c) **Legal** Profile

N.B. The Contracting Authority may at its discretion and at any time during the period of the Contract review the technical, financial and legal profile of the Contractor in order to ensure that they still have the necessary technical, economic, and financial ability to perform the Contract. If they do not have the necessary ability to perform, the Contracting Authority reserves the right to put in place measures to safeguard the Contracting Authority up to and including termination of the Contract.

Part 6: Submissions by Consortia

- 6.1 Applications may be submitted by single entities or by groups. 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 that will apply to prequalify. Applicants are required, in the RFI Questionnaire, to identify a Lead Applicant, meaning the entity whom it is proposed will enter into the Contract with the Contracting Authority, if the Applicant is successful. Where an Applicant is applying as a consortium, subject to the absolute discretion of the Contracting Authority, the Lead Applicant is the group member who will enter into the Contract with the Contracting Authority.
- 6.2 Some of the questions in the RFI 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 only. The RFI Questionnaire identifies the entity(ies) who shall answer each question. The Lead Applicant must clearly identify which consortium member is performing which element of the Scope and explain the consortium member's capability and experience in the context of the specific criterion requires. The Lead Applicant shall be fully responsible for all communications.
- 6.3 Where the successful Applicant is a consortium, it is currently anticipated that the Lead Applicant will be required to be liable for the full performance of any works and / or services (with other members of the group, acting as subcontractors, entering into collateral warranties with the Contracting Authority if required by the Contracting Authority), although the Contracting Authority reserves the right at its absolute discretion to require the consortium to contract on any other basis the Contracting Authority considers appropriate, including on the basis of joint and several liability.
- 6.4 Where the Applicant is part of a consortium, all members of the consortium are required to complete Volume 2, Part C (Financial Robustness) and all members of the consortium will be evaluated and, in the Contracting Authority's opinion, all members of the consortium must be financially robust in order to meet the minimum requirements in Section 8.6 (Minimum Requirements (Step Two)).
- 6.5 No changes to the consortium members during the tendering process may be made without the Contracting Authority's prior written consent.
- 6.6 Where the Applicant is a single entity, with no subcontractors or other group members, the Lead Applicant and the Applicant will be the same entity.

Part 7: Reliance on Resources

- 7.1 Where, in order to prove its financial and technical standing, an Applicant, or any entity comprising an Applicant, 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:
- a) establish to the Contracting Authority's satisfaction that it has available to it the resources/capacities of those entities or undertakings which are necessary for the performance of the Contract (for example by way of a letter from such entity to the Contracting Authority confirming that it will make such resources / capacities available if the Applicant is successful and that it will provide contractual confirmations satisfactory to the Contracting Authority if required to do so).
 - b) where the entity in question is being relied upon with respect to criteria relating to experience, satisfy the Contracting Authority that the entity being relied upon will perform the works and / or services for which these resources / capacities are required.
- 7.2 It is anticipated that the Contracting Authority will require entities who offer resources or support to Applicants 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 the substantive entities bidding for this Project.
- 7.3 Where any Applicant is relying on the resources of another undertaking then, in addition to its response to Part A8 of the Questionnaire, the information required in any of the Questions in Part C to Part J of the RFI Questionnaire must be provided both in respect of the Applicant and in respect of the undertaking whose resources are being relied upon by the relevant Applicant. (For example, if a parent company is being relied upon for the purposes of meeting a financial robustness test, its accounts as well as those of the Applicant must be provided).
- 7.4 The Contracting Authority intends to evaluate the Applicant:
- a) in respect of financial standing, based on the financial standing of the undertaking whose resources are being relied upon; and
 - b) in respect of technical standing, based on the technical standing of the undertaking whose resources are being relied upon and based on the Applicant's own technical standing as appropriate.
- 7.5 In the event that the Contracting Authority deems that the evidence provided in respect of reliance on resources is insufficient (or where no reliance on resources is sought), the Applicant will be evaluated based on its own financial and technical standing.
- 7.6. The Contracting Authority reserves the right to request a parent company guarantee(s) from any Applicant. Where the Applicant is a consortium, this may include parent company guarantee(s) from each member of the consortium.

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Part 8: Procurement Procedure

8.1 General

- 8.1.1 The Contracting Authority anticipates that the tendering process will be carried out within the indicative timeframe set out below:

Milestone	Date
Issue of Call for Competition (this process)	27/07/2026
Latest date for Applicants to submit Clarification Requests	18/08/2026
Latest date for the Contracting Authority to issue responses to Clarification Requests	21/08/2026
Closing Date for Responses by Applicants	28/08/2026
Shortlist and Regret Letters	24/09/2026
Invitation to Tender to Shortlisted Applicants	01/10/2026
Receipt of Tenders from Tenderers	22/10/2026
Preferred Bidder and Regret Letters	19/11/2026
Standstill Period commences	20/11/2026
Standstill Period ends	04/12/2026
Contract start date (earliest)	07/12/2026
Contract end date (subject to no extensions)	31/05/2027

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

- 8.1.2 Applicants shall note that nothing in this document is intended to identify or define the tender award criteria. This information (including specific weightings and sub-criteria) will be set out in the RFT that is to be issued to the shortlisted Applicants following conclusion of this RFI stage of the procurement.
- 8.1.3 Without prejudice to clause 8.1.2, it is anticipated that the award criteria and associated range of weightings outlined below will be applied in the evaluation of Tenders for the award of the contract.

Criteria	Weighting Range
Cost Submission	50-70%
Quality Submission	30-50%

8.2 RFI Stage

- 8.2.1 Responses to the RFI Questionnaire returned by Applicants will be assessed in accordance with the Eligibility Requirements set out in Section 8.5 (Eligibility Requirements (Step One)) and the Minimum Requirements set out in Section 8.6 (Minimum Requirements (Step Two)).
- 8.2.2 Applicants that satisfy the Eligibility Requirements and the Minimum Requirements will have their responses to the RFI Questionnaire evaluated in accordance with the Assessment Criteria set out in Section 8.7 (Assessment Criteria Minimum Requirements (Step Three)) and will receive a ranking.
- 8.2.3 Applicants who do not pre-qualify or are not shortlisted will be notified in writing by the Contracting Authority through e-tenders.

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8.3 Process for Shortlisting

8.3.1 In order to be considered for shortlisting, Applicants shall note that they:

Step One: must satisfy the Eligibility Requirements as set out in Section 8.5 (Eligibility Requirements (Step One));

Step Two: must meet the Minimum Requirements as set out in Section 8.6 (Minimum Requirements (Step Two)); and

Step Three: must receive at least the minimum mark specified in the Table in Section 8.7 (Assessment Criteria Minimum Requirements (Step Three)).

8.3.2 Only Applicants that pass Step One and Step Two will be scored under Step Three. The Contracting Authority reserves the right to carry out all three steps in parallel at its convenience, but Applicants eliminated for failing to meet Step One and/or Step Two will not be eligible for shortlisting. The remaining Applicants will be ranked in descending order based on the marks obtained for the Assessment Criteria under Section 8.7 (Assessment Criteria Minimum Requirements (Step Three)). Appropriately qualified Applicants will be progressed to the RFT stage, subject to the maximum number stated in clause 2.1.10 above.

8.4 Tie Break

8.4.1 In the event that the evaluation conducted in accordance with Section 8.7 (Assessment Criteria Minimum Requirements (Step 3)) results in a tie between two or more Applicants, then the Applicant with the highest marks in relation to criterion J.1 (Similar Experience) of the Assessment Criteria Minimum Requirements table in Section 8.7 (Assessment Criteria Minimum Requirements (Step 3)) will be given the higher ranking.

8.4.2 In the event of a tie and there being no difference in the score for the criterion J.1 (Similar Experience) of the Assessment Criteria Minimum Requirements table in Section 8.7 (Assessment Criteria Minimum Requirements (Step 3)), then the Applicant with the higher score for the criterion J.2 (Developing the Client's Requirements) shall be deemed the higher-ranking Applicant. In the event of there still being a tie, then the Applicant with the higher score for the criterion J.3 (Whole-Life Asset Support Capability) shall be deemed the higher-ranking Applicant. If there remains a tie, first Part 4 and then Part 5 are considered in turn until there is a difference in the score and the highest-ranking Applicant is considered for shortlisting. If the Applicants cannot be separated and remain tied after this process, they will all be shortlisted to receive Tenders.

8.5 Eligibility Requirements (Step One)

8.5.1 The following eligibility requirements will be assessed on a pass / fail basis in respect of each Applicant. Subject always to the provisions of Regulation 89 of SI 286 of 2016 and Regulation 57 of SI 284 of 2016, the Contracting Authority will treat an Applicant as ineligible, or, at a later date during the Competition, disqualify an Applicant if any of the circumstances specified in (a) below apply; and may, at its absolute discretion, treat an Applicant as ineligible or, at a later date during the Competition, disqualify an Applicant if any of the circumstances specified in (b) below apply:

- a) The Applicant (or any entity comprising the Applicant, or member of the administrative, management or supervisory body of the Applicant or such entity, or person who has powers of representation, decision or control thereof) has been the subject of a conviction by final judgment, of which the Contracting Authority is aware, for one or more of the reasons listed at (i) to (vi) below:
 - i. participation in a criminal organisation; or
 - ii. corruption; or
 - iii. fraud; or

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- iv. terrorist offences or offences linked to terrorist activities, or inciting, aiding or abetting or attempting to commit an offence; or
- v. money laundering or terrorist financing; or
- vi. child labour and other forms of trafficking in human beings,

in each case as defined in Regulation 57 of SI 284 of 2016. Applicants requiring further details in relation to the above can contact the Contracting Authority.

b) The Applicant (or any entity comprising the Applicant):

- i. has failed to comply with applicable obligations in the fields of environmental, social and labour law within the meaning of Regulation 18(4) of SI 284 of 2016; or
- ii. is bankrupt or is the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, it has entered into an arrangement with creditors, where they have suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations; or
- iii. the Contracting Authority can demonstrate, by any appropriate means, has been guilty of grave professional misconduct, which renders its integrity questionable; or
- iv. has entered into agreements with other economic operators aimed at distorting competition, for which the Contracting Authority has sufficiently plausible indications; or
- v. has a conflict of interest within the meaning of Regulation 24 of SI 284 of 2016, that cannot be effectively remedied by other, less intrusive, measures; or
- vi. is in a situation where there is a distortion of competition from the prior involvement of the of the Applicant in the preparation of the procurement procedure, which cannot be remedied by other, less intrusive, measures; or
- vii. has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract which led to early termination of such contract, damages or other comparable sanction; or
- viii. is in breach of its obligations relating to the payment of taxes or social security contributions and the Contracting Authority is aware of this; or
- ix. is guilty of serious misrepresentation in supplying the information required under this clause or has withheld such information or is not able to submit the supporting documents required under Regulation 59 of SI 284 of 2016; or
- x. has undertaken to unduly influence the decision-making process of the Contracting Authority or obtain confidential information that can confer upon its undue advantages in the procurement procedure or has negligently provided misleading information that can have a material influence on decisions concerning exclusion, selection or award.
- xi. in the last three (3) years, has been subject to a compliance action by the Human Rights and Equality Commission or an equivalent body on grounds of alleged unlawful discrimination, and / or any finding of unlawful discrimination has been made against the Applicant by any court or industrial or employment tribunal or equivalent body.

Each Applicant must submit a statement to the Contracting Authority advising whether any of the circumstances listed above apply (see Part B of the RFI Questionnaire).

8.6 Minimum Requirements (Step Two)

8.6.1 Financial Robustness

- a) The Applicant (and if the Applicant is part of a consortium - **all members of the consortium**) must be, in the Contracting Authority's opinion, financially robust. The financial robustness of the Applicant (and if the Applicant is part of a consortium - **all members of the consortium**) will be evaluated on the:
- i. basis of the Applicant's financial robustness (assessed on its overall financial position at each of its last three financial year ends) plus forecasted activities, cashflows and profitability;
 - ii. a review of the financial and other information identified in the RFI Questionnaire (Vol 2, Part C);
 - iii. Publicly Available Information, where "Publicly Available Information" means information that has been published by a Public Source, where "Public Source" means the main source(s) of business news in the country(ies) in which the relevant entity is organised and or conducts its principal commercial activities, any internationally recognised published or electronically displayed news source, any commercial information provider or credit rating agency;

In order to pass the financial robustness assessment an Applicant (and if the Applicant is part of a consortium - **all members of the consortium**) will be required to demonstrate profitability and cash generation enough to service its debt obligations (if any) and other liabilities and to generate sufficient working capital to undertake the services required for the Project. Where the Contracting Authority considers, based on its objective assessment of the financial information provided, that an Applicant (and if the Applicant is part of a consortium - **any member of the consortium**) has not, on balance, demonstrated that it is financially robust, the Contracting Authority shall have the right to exclude the Applicant from further consideration in this process.

- b) Where, for any valid reason, the Applicant is unable to provide the information requested in the RFI Questionnaire, it may prove its financial robustness by any other document which the Contracting Authority considers appropriate.
- c) In addition, the Lead Applicant must be able to demonstrate an average minimum turnover of five million Euro (€5,000,000) for each of the last three financial years. To the extent that the Applicant is a consortium, other members of the consortium do not need to satisfy this requirement. Applicants are permitted to rely on the resources of others to meet the minimum requirements identified in this clause 8.6.1 (Financial Robustness) in accordance with the provisions of Part 7 (Reliance on Resources).
- d) The following table provides the relevant RFI Questionnaire references with regard to financial robustness.

Required information	RFI Questionnaire Reference
Structure of the Applicant	Part A (3)
Reliance on Resources	Part A (8)
Credit Rating	Part C (b)
Financial Statements	Part C (a)
Updated Forecast Financial Statements	Part C (c)

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Required information	RFI Questionnaire Reference
Legal Proceedings	Part D
Insurance	Part E

8.6.2 Minimum Insurance

- a) Applicants must demonstrate that they have or can obtain the following minimum levels of insurance as appropriate in circumstances where they are successful:

Type of Insurance	Indemnity Limit – Airside / Ramp
Motor Liability	Unlimited cover for bodily injury and a minimum of €127,000,000 for third party property damage.
Aviation Public / Products Liability	€127,000,000 for each and every claim to extend to at least USD \$50million AVN52 Terrorism cover
Employer's Liability	€13,000,000 for each and every claim
Professional Indemnity	€2,300,000 for each and every claim (or in the aggregate with two reinstatements)

N.B: The above are the minimum insurance types that will be required. Additional insurance and liability details will be advised to shortlisted Applicants in the RFT.

- c) Applicants must also provide details of any insurance claims made against the Applicant (or any entity comprising the Applicant) in connection with providing similar works and / or services within the past five years (or in the process of being determined in the last five years), and where the Applicant (or any entity comprising the Applicant) has been found to have caused or contributed (through act or omission) to the relevant act or acts which gave rise to the claim. Where that is the case, please provide details of the mitigating measures put in place since that incident to ensure against future events.
- d) Responses to this section shall be taken into account when assessing Applicants' experience pursuant to Section 8.7 below, under the sub-criterion which the Contracting Authority thinks is most relevant to the incident in question and regardless of whether the project to which the incident relates is one of the projects which has been identified by the Applicant in its response to Section 8.7.
- e) Further details on insurance and liability requirements will be made available to shortlisted Applicants in the RFT.

8.6.3 Quality, Health and Safety, Environmental Management, Sustainability, and Information Management Systems (BIM) and Information Security Management (IT Systems)

- a) Applicants shall submit details of its Quality, Health, Safety, Environmental Management, Sustainability and Information Security Management systems which shall be appropriate to the Scope of the Project in this RFI, as follows:
- Applicants are to confirm which recognised Quality Management Systems certification it holds, e.g. ISO9001:2015 or equivalent. Supporting certification, from an accredited certification body, must be submitted.
 - Applicants are to confirm which recognised Health and Safety Management Systems certification it holds, e.g. ISO 45001:2018 or equivalent. Supporting certification, from an independent accredited certification body, must be submitted.

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- iii. Applicants are to confirm which recognised Environmental Management Systems certification it holds, e.g. ISO 14001:2015 or equivalent. Supporting certification, from an accredited certification body, must be submitted.
 - iv. Applicants are to confirm that they have a sustainability management programme / plan / strategy / procedure in place and are working towards defined objectives / targets / commitments.
 - v. Applicants are to confirm which recognised Information Management Systems (Building Information Modelling (BIM)) certification it holds, e.g. PAS1192:2013 / ISO 19650:2018 or equivalent. Supporting certification, from an accredited certification body, must be submitted.
 - vi. Applicants are to confirm which recognised Information Security Management (IT Systems) certification it holds, e.g. ISO 27001, Cyber Essentials Plus (UK standard) or equivalent. Supporting certification, from an accredited certification body, must be submitted.
- b) If the Applicant does not have the above recognised certificates in place at this time but is actively working towards a recognised certificate at the time of making its RFI submission, please submit details of same. Where an Applicant is actively working toward a recognised certification and based on the information provided by the Applicant in this respect, the Contracting Authority will review same and may at its absolute discretion accept same in lieu of provision of the relevant certificate but is not obliged to do so. If not accepted, the Applicant's response will be excluded from the evaluation process and will not be considered for shortlisting.

8.7 Assessment Criteria Minimum Requirements (Step Three)

8.7.1 Experience

- a) In evaluating the experience of the Applicant, the Contracting Authority will award higher marks for experience in respect of projects which are more similar in size, nature and complexity than those which are not. Each Applicant's responses to the sub-criteria identified in the table below (Part J of the RFI Questionnaire) will initially be allocated a mark between zero (0) and five (5), where:
- Excellent = Five (5) = An excellent response that exceeds the Contracting Authority's expectations and demonstrates significant range of evidenced understanding and knowledge. The response is clear and the Contracting Authority has complete confidence in the Applicant's skills and knowledge of delivering Projects of this type. Where the Applicant is required to give examples, they exceed the capabilities required and / or the examples demonstrate significant delivered quality / value; and
 - Very Good = Four (4) = A very good response which satisfies the Contracting Authority's expectations and demonstrates significant range of evidenced understanding and knowledge. The response is clear. The Contracting Authority has no concerns in respect of the Applicant's skills or knowledge of delivery of Projects of this type. Where the Applicant is required to give examples, they demonstrate the capabilities required and / or the examples demonstrate quality / value delivered; and
 - Good = Three (3) = A good response which meets the Contracting Authority's expectations. The response is unclear in places. The Applicant appears to have most of the skills required in relevance to this question. Response is generic and not sufficiently relevant to the requirements of the Project. Where the Applicant is required to submit examples, they largely demonstrate its capability and / or the response demonstrates the Applicant's skills and knowledge; and
 - Fair = Two (2) = A fair response that is close to the Contracting Authority's expectations. The response has some areas unexplained and is unclear in places. Based on the response the Contracting Authority has concerns in the Applicant's skills and / or knowledge, in relevance to the question. Response is generic and not related to the requirements of the Project. Where the Applicant is required to submit

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examples, they demonstrate, to some extent only, its capacity and/or the response demonstrates, to some extent only, the Applicant's skill and knowledge; and

- Poor = One (1) = A poor response which fails to meet key areas of the Contracting Authority's criteria. The Applicant's response is unclear or includes areas of unexplained content. The Applicant's response raises concerns in the Applicant's skills and / or knowledge, in relevance to the question. The Applicant's response has large gaps and answered with little relevance to the question. Where the Applicant is required to submit examples, they demonstrate, to a very limited extent only, its capacity and/or the response demonstrate, to a very limited extent only the Applicant's skill and knowledge; and
- Very Poor or No Response = Zero (0) = A very poor response which demonstrates a lack of understanding of the question. The Applicant's response includes significant areas that are unexplained or unclear. The response raises significant concerns in the Applicant's skills and / or knowledge, in relevance to the question. Alternatively, the Applicant has failed to address the requirements of the question and provided a response of no relevance.

The initial mark will then have a weighting applied to it (as set out in the table below), to determine the final mark allocated to the Applicant under that sub-criterion. The initial mark allocated will be whole numbers only and no half-marks will be given, so that a response might receive a mark of five (5) or four (4) but not four and a half (4.5), for example.

b) Experience Sub-Criteria	Experience being assessed	Initial Marks	Weight	Total Marks Available (Initial Mark x Weight)	Minimum Mark required
J.1 Similar Experience	Evidence of delivering projects similar in nature to the Scope, undertaken in a similar environment to the Project (as described in Part 4: Scope)	0 - 5	12	60	24
J.2 Developing the Client's Requirements	Evidence of developing the Client's requirements from initial brief / concept design to a fully installed, commissioned and operational system.	0 - 5	6	30	N/A
J.3 Whole-Life Asset Support Capability	Evidence of delivering solutions supported by whole-life cost analysis, maintenance planning, local parts availability, and critical spares provision.	0 - 5	2	10	N/A
Total				100	

- c) Applicants must demonstrate the required financial and economic standing, by providing details as set out in the RFI Questionnaire.
- d) Applicants' technical capability shall be assessed by the Contracting Authority's evaluation of the details provided in response to the requirements as set out in the questionnaire. Applicants must demonstrate the required legal standing by providing details as set out in the questionnaire.
- e) Assessment of responses shall be made relative to the details provided by the Applicant in its specific response to the sub-criteria. Details provided by the Applicant elsewhere in its response cannot be considered.

8.8 Information

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- 8.8.1 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 the information requested in the RFI Questionnaire.
- 8.8.2 Submissions shall be complete, and all details requested shall be submitted. Incomplete Submissions may be rejected. Each Applicant shall be deemed to have satisfied itself, before submitting its Submission, as to the completeness and sufficiency of its Submission in compliance with the requirements of this RFI.
- 8.8.3 No Applicant may discuss with another Applicant any aspect of its Submission or otherwise exchange information or collude in respect of this Competition. Any Applicant who fails to comply with this requirement may be disqualified.

8.9 Requirements

- 8.9.1 Submissions shall not be qualified, expressed to be subject to assumptions or caveats or accompanied by any statement which could be construed as placing the Submission on different footing to others. Submissions must be submitted in compliance with this RFI. Applicants are not permitted to insert items in their Submissions in addition to those items specifically requested pursuant to this RFI, save where expressly permitted in this RFI.
- 8.9.2 If a response to the RFI Questionnaire fails to comply in any respect with the requirements set out in this RFI 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) without prejudice to the Contracting Authority's right to reject the response;
 - i. meet with, raise issues and / or seek clarification from the Applicant in respect of the relevant response;
 - ii. request 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;
 - iii. waive a requirement which, in the opinion of the Contracting Authority, is not material and/or is procedural; and / or
 - iv. amend the relevant requirement and invite the other Applicants to adjust their respective responses based on such revised requirement.
- The Contracting Authority may seek clarification of any aspect of the response.
- 8.9.3 The Submission and all related correspondence must be in the English language.

Part 9: Conflict of Interest

- 9.1 Any conflict of interest or potential conflict of interest (whether personal, professional or commercial) 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.
- 9.2 If the Contracting Authority determines that no such conflict of interest arises or that the conflict of interest is immaterial or that the Applicant has demonstrated to the reasonable satisfaction of the Contracting Authority that appropriate safeguards and measures to manage the conflict have been put in place, then the Contracting Authority may decide to take no action. The Contracting Authority may, in its absolute discretion, decide to terminate the Contract because of an actual or potential conflict of interest or due to any actual or potential conflict that was not disclosed by the Applicant to the Contracting Authority, either before the Contract was awarded or where an actual or potential conflict arose during the Contract and was not brought to the attention of the Contracting Authority.
- 9.3 Without prejudice to the above, the Contracting Authority recognises that there can be entities (such as key subcontractors) who wish to be involved with more than one (1) Applicant in this Competition. Where any entity wishes to participate in more than one (1) Applicant(s), it must contact the Contracting Authority promptly to seek consent. No entity may be involved with (including acting as advisor to or subcontractor to) more than one (1) Applicant(s) without the prior approval of the Contracting Authority. Following notification, the Contracting Authority will take such steps as it considers appropriate, which can include prohibiting the entity from being involved with more than one (1) Applicant(s) or making such involvement conditional on certain requirements being met. These requirements can include, but not be limited to, requiring certain information barriers to be put in place within the entity and requiring confirmation that each Applicant(s) with whom the entity is participating is aware of, and has no objection to, the participation on multiple teams.

Part 10: Change in Applicants

- 10.1 Change in the ownership, structure or control of the Applicant or any entity comprising the Applicant after the Applicant has submitted its response to the RFI Questionnaire must be notified to the Contracting Authority in writing (prior to the submission of any Tender for which the Applicant has been shortlisted to the RFT stage) 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 11: RFI Questionnaire

- 11.1 In order to assist the Contracting Authority to evaluate the extent to which an Applicant meets the requirements set out at Sections 8.5 and 8.6 and to evaluate the criteria at Section 8.7, Applicants are required to provide all of the information requested in the RFI Questionnaire, in the form required. The form of RFI Questionnaire is attached to this RFI. Please see the Guidance Notes in the RFI Questionnaire relating to the limitations on modifications to the form of RFI Questionnaire.
- 11.2 This RFI is being provided on the same basis to all prospective Applicants. As indicated at clause 2.1.8 above, no further information other than that referred to in, or provided in accordance with the terms of, this RFI will be provided to Applicants until the RFI is provided to the shortlisted Applicants. Whilst reasonable endeavours have been made to inform potential Applicants of the requirements of the Project, Applicants shall form their own views and conclusions about the methods and resources needed to meet these requirements.
- 11.3 Applicants are expressly and strictly prohibited from discussing with other Applicants any aspect of their responses to the RFI Questionnaire or otherwise exchanging information or colluding in respect of the Project. Any Applicant who fails to comply with this requirement may be disqualified.

Part 12: Applicant Interviews / Request for Clarification

- 12.1 Without prejudice to the generality of Section 8.9 (RFI Requirements) the Contracting Authority reserves the right to request Applicants to attend interviews with the Contracting Authority before the relevant Applicants are shortlisted or to request clarification of any matter set out in an Applicant's response to the RFI Questionnaire. If this proves necessary, Applicants will be informed as soon as possible after receipt of the response. Note that the Contracting Authority (in its absolute discretion) may not require any or all Applicants to attend an interview or clarify their responses and Applicants shall draw no conclusion from such interviews or from any failure to request clarifications.
- 12.2 In addition, the Contracting Authority reserves the right to contact any referees provided in respect of Volume 2, Part J (Experience) of the RFI Questionnaire.

Part 13: Confidentiality

- 13.1 Without prejudice to Section 2.3 (Communications) or to clause 2.1.9 (Publicity), the Contracting Authority reserves the right at its sole discretion to share the Applicants' responses to the RFI Questionnaire and subsequent RFT responses from shortlisted Applicants with relevant authorities or nominated professional advisers for the sole purpose of analysing or reporting on the responses.
- 13.2 The RFI shall be treated as private and confidential. Applicants shall not release details of this RFI 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 RFI Submission. Applicants shall not, at any time, release information concerning the RFI, the RFI Questionnaire, the application outcome and / or the Project for publication in the press or on radio, television, screen, Applicants' web sites or any other medium, either electronic or hard copy.
- 13.3 Applicants shall note that it will be a condition of the release of the RFT that all shortlisted Applicants enter into a non-disclosure agreement in respect of the information contained in this RFI and the RFT in such form as shall be provided by the Contracting Authority.

Part 14: Amendments to and/or Qualification of the RFI

14.1 If, as a result of:

- a) queries / requests or proposals (including those marked as confidential or commercially sensitive, and whether withdrawn);
- b) any discussion or other communication between the Contracting Authority and an Applicant;
- c) developments in the Contracting Authority's procurement programme, the Project, the market, and / or legal requirements; or
- d) otherwise

The Contracting Authority is of the opinion that a clarification of, and / or amendment to, the RFI 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 RFI at any time.

Part 15: Disclaimer

- 15.1 The Contracting Authority has prepared this RFI with its professional advisers for the sole purpose of inviting expressions of interest from potential Applicants. The information set out in the RFI and the RFI 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 requires in connection with the Project and Applicants must rely on their own enquiries in this regard. The information set out herein will be superseded by the RFT.
- 15.2 The Contracting Authority and its professional advisers have taken all reasonable care to ensure that the material set out in the RFI 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 Project 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.
- 15.3 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 RFI or for any other written or oral communication made available during 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 RFI.
- 15.4 This RFI and the RFI Questionnaire do not constitute an offer to enter into a contract and neither the documents themselves nor any of the information set out therein shall 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 RFI) 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 RFI, and no representation or warranty, express or implied, is or will be made in relation to such information / statements.
- 15.5 The Contracting Authority reserves the right, at any time and without notice or liability, not to proceed with some or all of the Project, to terminate the procurement process (or any part thereof), to change the basis of and the procedures for the bidding process and / or to procure the Project by alternative means if, in the Contracting Authority's opinion and at its sole discretion, it appears that the Project can be more advantageously procured. In addition, the Contracting Authority reserves the right to amend this RFI, its requirements and any information contained herein at any time by notice in writing to the Applicants.
- 15.6 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.
- 15.7 Recipients of this RFI in jurisdictions outside the Republic of Ireland shall inform themselves about and observe all applicable legal requirements in such jurisdictions. In particular, the distribution of this RFI in certain jurisdictions can be restricted by law and, accordingly, recipients represent that they are able to receive this RFI without contravention of any unfulfilled registration requirements or other legal restrictions in the jurisdiction in which they reside or conduct business.
- 15.8 Irish law is applicable to this RFI and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the RFI. Each Applicant's acceptance of delivery of the RFI constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer.

Appendix 1: Location Drawing

Refer to drawing ref. D23045-DAA-A01-XX-XXX-DR-C-010-0000