



Pre-Qualification Questionnaire

For the Establishment of a

Multi-Party Framework for

Project Supervisor for the Design Process
(PSDP) Services

Ref: CP0000

Negotiated Procedure

7 August 2026

Information relating to this Pre-Qualification Questionnaire (herein after called "PQQ"), including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal (www.etenders.gov.ie). Registration is free and there is no charge for documents. The Contracting Entity cannot accept responsibility for information relayed (or not relayed) via third parties.

Closing Date for Receipt of PQQs is Friday, 11 September 2026 at 12.00 noon (Irish Time)
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This PQQ is issued for the purpose of pre-qualification only. It does not constitute an offer, a prospectus, or the basis of any contract.

While DPC has taken reasonable steps to ensure that the information in this PQQ is accurate and up to date, no representation or warranty (express or implied) is made as to the accuracy, adequacy, or completeness of the information contained herein or otherwise supplied by DPC (whether in writing or orally) to any Candidate or its advisers.

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DPC reserves the right to amend, suspend or discontinue the procurement process at any time without liability.

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GLOSSARY

In this PQQ, the following terms and expressions shall mean:

'Application submission date and time'	means the date and time by which Applications should be submitted, as specified in Section 1.
'Application'	Means a submission made by an application to DPC.
'Candidate'	Means a single legal entity or consortium who submits a PQQ in response to the OJEU Notice / Advertisement.
'Competition'	means the competition described in this PQQ
'Conflict of interest'	means any conflict of interest or bias or any other factor, whether arising through personal interest, current or prospective contractual obligations or any other activity or association that the Candidate or any of its personnel has which would compromise the independence of the Candidate in its performance of the contract or which could create the perception that the independence of the Candidate in its performance of the contract might be so compromised and includes, without limitation: • a substantial pecuniary interest (whether by way of a shareholding or otherwise) in any person regulated by DPC or potentially affected by any decisions of DPC; • an agreement (whether oral or written) with any person regulated by DPC or potentially affected by any decisions of DPC or which represent any persons regulated or potentially affected by decisions of DPC; and/or • a position of employment, directorship (whether executive or non-executive) or any position of emolument with any person regulated by DPC or potentially affected by any decisions of DPC or which represent any persons regulated or potentially affected by decisions of the DPC.
'Data protection legislation'	means Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR"), the Data Protection Acts 1988 to 2018, the ePrivacy Regulations (SI 336/2011), and any other applicable data protection and information privacy laws of Ireland and the European Union, as amended or replaced from time to time.
'Group'	means a group of economic operators who submit or wish to submit an application and who propose to enter a contract with DPC if successful in the competition. Related or associated entities or any other third parties whose resources are proposed to be relied upon are not considered to be part of the 'Group' for the purposes of this PQQ.
'Masterplan'	means the DPC Masterplan 2040.
'Regulations'	means SI No. 286/2016 — European Union (Award of Contracts by Utility Undertakings) Regulations 2016, implementing Directive 2014/25/EU of the European Parliament and of the Council.
'Rft'	means the 'Request for Tenders' documentation, including any other information (whether written, oral or in machine-readable form) or opinions made available during the competition by or on behalf of DPC in connection with the RFT.
'Tender package'	means a submission made by a Candidate to DPC.
'Tenderer'	means any single legal entity or consortium who submits a tender package in response to a request to tender.
'Works'	Any works required under a call-off contract awarded under the Framework

1. Timetable for Submission

Client	Dublin Port Company
Procurement Stage	Stage 1 – PQQ
Project Reference	Project Supervisor for the Design Process (PSDP) Services Multi-Party Framework
Date of Request	7 August 2026
Deadline for Queries	28 August 2026 at 12 noon (Irish Time)
Closing Date for Receipt of the PQQ is	11 September 2026 at 12 noon (Irish Time)

2. Background to Dublin Port Company

Dublin Port Company (hereinafter called “DPC”) is a self-financing, private limited Company wholly owned by the State, whose business is to manage Dublin Port, Ireland’s premier Port. Established as a corporate entity in 1997, DPC is responsible for the Port’s management, control, operation, and development. DPC provides world-class facilities, services, accommodation, and harbour land for ships, goods, and passengers.

DPC utilises several terminals to serve the travelling public and import and export cargo. Total throughput for 2025 was circa 36 million gross tonnes, with 6,755 ship arrivals. On the passenger side, 1.6 million travelled through the Port in 2025.

DPC has a Masterplan in place to guide the development of Dublin Port through to 2040. The Masterplan presents a vision for future operations at the Port and critically examines how the existing land use can be optimised for merchandise trade purposes. The two main objectives of the Masterplan are capacity building and Port City Integration.

Dublin Port, through its strategic key objectives underpinning the Masterplan, which was reviewed and republished in 2018, is committed to:

- Integrating new development with the built and natural landscapes of the surrounding area.
- Enhancing the natural and built environments and being integrated with the city.
- Promoting sustainable design in the natural and built environment.
- To promote the development of future Port facilities, the principles of Universal Design are used to make environments inherently accessible for those with and without disabilities.
- A promotion of excellence and focus on good quality in design.

Strategic Context – DPC Masterplan 2040 Capital Programme

Ireland’s commercial seaports are critical to the Irish economy and society. The successful operation and functioning of Ireland’s commercial ports is essential to Ireland’s economic success.

Dublin Port is recognised as a Tier 1 Port in the National Ports Policy and categorised as a core/comprehensive port in the EU’s TEN-T network. Dublin Port is Ireland’s largest port, handling 35-40 million tonnes of cargo per annum. Ongoing development will ultimately realise the Port’s Masterplan 2040 vision of 73.8 million tonnes of throughput per annum. DPC is committed to meeting our national climate objective of achieving climate neutrality by the end of 2050.

The strategic importance of Dublin Port to the national and regional economy of the Greater Dublin region is also recognised in the National Planning Framework, the National Development Plan, the Regional Spatial and Economic Strategy for the Eastern and Midland Region and the City Development Plan for Dublin City and the Development Plan for Fingal.

As Ireland’s largest freight and passenger port, Dublin Port plays a pivotal role in facilitating national trade, handling almost 80% of all unitised trade (Lo-Lo and Ro-Ro containers) in the Republic of Ireland. Most of this trade is based in the Greater Dublin Region.

In 2024, the total throughput was 35.2 million tonnes with over 6,800 ship arrivals. In the same period, over 1.64 million passengers transited through the Port, along with nearly 0.5 million tourist vehicles and 110,000 trade vehicles.

Requirement for PSDP Services

As a commercial semi-state body with a significant and growing capital programme, DPC has a statutory obligation to appoint a Project Supervisor for the Design Process (PSDP) for all construction projects that meet the thresholds set out in the Safety, Health and Welfare at Work (Construction) Regulations 2013 (as amended). DPC's Masterplan 2040 sets out an ambitious programme of capital investment across the Port, covering infrastructure, facilities, and enabling works. The scale and complexity of this programme require a structured and efficient mechanism for appointing suitably qualified PSDP providers.

The PSDP role is a statutory appointment under Irish health and safety legislation. The PSDP is responsible for coordinating health and safety matters during the design stage of a construction project, ensuring that the project is designed and planned to minimise risk during both the construction phase and the subsequent maintenance of the completed structure.

DPC requires access to PSDP providers who are experienced and competent, with demonstrable experience in port, marine, civil, and building construction projects. By establishing a multi-party framework, DPC will be able to procure PSDP services efficiently and cost-effectively across its ongoing and future capital programme.

DPC's capital programme includes projects across a wide range of sectors, including port infrastructure, marine structures, civil engineering, roads and utilities, building works, and mixed-use developments. PSDP providers appointed under this framework must be capable of fulfilling the statutory PSDP role across this range of project types.

Key Considerations

DPC's capital works programme involves concurrent projects of varying scale, complexity, and risk profile. PSDP providers must be capable of managing multiple simultaneous appointments and of integrating the PSDP role seamlessly with the wider project team, including designers, the PSCS, and the client's project management and technical advisors.

Dublin Port is a live operational environment, with ongoing port operations running concurrently with construction activity. PSDP providers must understand the constraints and risks of working in an active port environment, and must coordinate with the Port's operational teams, the relevant statutory authorities, and other stakeholders throughout the design process.

The PSDP framework will support DPC in fulfilling its duties as a client under the Safety, Health and Welfare at Work (Construction) Regulations 2013, ensuring that health and safety is properly coordinated from the earliest stages of design through to construction and handover, in compliance with all applicable legislation and best practice guidance.

3. Scope of Framework Agreement

3.1 Scope of Works

DPC intends to establish a multi-party framework for Project Supervisor for the Design Process (PSDP) Services, to:

- (a). provide PSDP Services for DPC's capital programme projects in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013 (as amended); and
- (b). support DPC in fulfilling its statutory duties as a client in respect of health and safety coordination during the design process, across a range of civil, structural, marine, building and infrastructure projects throughout the framework term.

The successful Framework Members must demonstrate the capacity and expertise to fulfil the statutory PSDP role across all project phases, from inception and feasibility through to detailed design, tender support, and handover of the completed Health and Safety File, as required under individual call-off contracts.

DPC requires firms with strong health and safety design coordination experience across a range of construction project types, including civil engineering, marine structures, port infrastructure, buildings, and utilities works.

A. PSDP – Core Services (Non-Exhaustive)

Framework Members shall be capable of providing, as a minimum, the following PSDP services (in-house or via an approved consortium)

The required expertise includes, but is not limited to:

- Competent persons with demonstrable experience in the PSDP role under the Safety, Health and Welfare at Work (Construction) Regulations 2013, including appointment on port, marine, civil engineering, and building projects.
- Preparation and maintenance of the Preliminary Safety and Health Plan, and subsequent handover to the PSCS at tender stage.
- Coordination of health and safety design information between project designers, and identification and elimination (or reduction) of construction-phase and future maintenance risks at the design stage.
- Assigned Certifier and PSDP (Project Supervisor for the Design Process) roles, in accordance with the Building Control (Amendment) Regulations and Safety, Health and Welfare at Work (Construction) Regulations 2013.
- Knowledge of Irish statutory health and safety legislation, including the Safety, Health and Welfare at Work Act 2005, the Construction Regulations 2013, and relevant Codes of Practice and guidance issued by the Health and Safety Authority (HSA).
- Familiarity with public procurement processes and the requirements of the Capital Works Management Framework (CWMF), including the DPC procurement protocols applicable to PSDP appointments.
- Experience of operating as PSDP in live operational environments, including active port, industrial, or infrastructure settings, and of coordinating with operational teams to manage interface risks,
- Experience of managing simultaneous PSDP appointments across multiple concurrent projects, with the organisational capacity to provide named key personnel for each appointment,

- Understanding of designer duties under the Construction Regulations 2013, and the ability to engage effectively with design teams to ensure compliance at each project stage,
- Risk assessment and the preparation of design risk registers, including identification of residual risks for inclusion in the Preliminary Safety and Health Plan and the Health and Safety File,
- Coordination with the PSCS during construction in respect of design changes arising during the construction phase,
- Familiarity with BIM and the use of digital tools for health and safety coordination,
- Where required, capacity to provide Assigned Certifier services under the Building Control (Amendment) Regulations 2014 (BCAR) as an additional service under individual call-off contracts,
- Professional indemnity and other insurances in the amounts required under the Framework Agreement.

B. Additional Services

In addition to the core PSDP services set out above, DPC may require Framework Members to provide the following additional services under individual call-off contracts:

Additional services may include (non-exhaustive):

- Assigned Certifier services under the Building Control (Amendment) Regulations 2014 (BCAR), where required in conjunction with the PSDP appointment.
- Health and safety advisory services, including independent review of method statements, risk assessments, and safe systems of work prepared by contractors.
- CDM advisory and training services for DPC project teams and contractors.
- Preparation of method statements and traffic management plans for high-risk construction activities.
- Post-project review and audit of Health and Safety Files and Preliminary Safety and Health Plans against as-built conditions.

Candidates should note that this list is non-exhaustive, and the successful tenderer may be required to provide other PSDP Services as requested by DPC during the Framework.

Important: DPC seeks only Candidates capable of delivering **all** services listed within this Section 3.1, whether in-house or through a consortium/grouping. Applications limited to one or more disciplines only may be rejected

3.2 Initial Project

DPC anticipates that the first call-off contract under the framework will be the appointment of a PSDP provider for one or more capital projects forming part of DPC's current capital programme. The specific project or projects will be notified to shortlisted framework members at the time of the first mini-tender or cascade appointment. Full details of the project scope, programme, and PSDP requirements will be set out in the relevant call-off contract documentation.

3.3 Other Projects

During the Framework term, DPC may require consultancy services for a range of projects, including (non-exhaustive):

- Masterplan No.2 (MP2) – post-planning including monitoring, testing and reporting requirements.
- Masterplan No.3 (3FM) – Poolbeg development.
- Dublin inland port; new passenger terminals; yard developments; Odlum's Masterplan; internal road network.
- Additional projects arising during the Framework term, including amendments to existing permissions and licences.

3.4 Numbers admitted to the Framework

The Framework will consist of three members, subject to that number meeting the minimum criteria and rules.

3.5 Duration of the Framework

Subject always to the terms of the Framework, DPC intend that the Framework will be for four (4) years, with the option to extend for two (2) years, for a maximum of six (6) years, subject to satisfactory performance, business needs, and budgetary constraints.

For the avoidance of doubt, the term of a call-off contract may exceed the Framework Period.

3.6 Estimated Value of the Framework

The estimated total value of the services under the Framework over its intended duration is €500,000 (excluding VAT).

This figure is an estimate, and DPC makes no guarantee of this level of expenditure (or any level) under the Framework.

3.7 The Negotiated Procedure

The negotiated procedure will be used for the procurement and award of the Framework and any related call-off contracts.

3.8 Operation of Call-Off Contracts

When DPC decides to source services through the Framework, it may award a call-off contract based on the tender received under the cascade method or request a Mini-Tender.

(a). Awarding call-off contracts under the cascade method

DPC will consult with the first-ranked Framework Member to establish whether they can perform the proposed call-off contract. If the first-ranked Framework Member cannot perform the call-off contract for whatever reason, DPC will consult with the next-ranked Framework Member.

(b). Request for Mini-Tender

DPC may issue a Request for Mini-Tender at any time during the Framework Period where:

- not all the terms necessary for the performance of a Call-Off Contract are included in this Framework Agreement; or
- all the terms necessary for the performance of a Call-Off Contract are included in this Framework Agreement but the Client deems that the Call-Off Contract warrants a re-

opening of Competition amongst the Framework Members due to the quantity, value or characteristics of the Services.

3.9 Form of Call-Off Contract

The successful tenderers (following the conclusion of Stage 2) will be required to execute a call-off contract for any works under the Framework(s). DPC intends that any such call-off contract shall be in the form of either the NEC4 Professional Services Contract, IEI, RIAI, or the Capital Works Management Framework, adapted for use by DPC. However, DPC reserves the right to use another form of contract should DPC deem it more suitable.

3.10 Use of the Framework

DPC intends to use the framework to procure requirements falling within its scope during the specified period. However, DPC is under no obligation to procure any works under the Framework and, at its sole discretion, reserves the right to engage in a separate procurement procedure to source any works which could otherwise fall within the scope of the Framework.

3.11 Appointment to Framework

If, for any reason, it is not possible to admit to the Framework agreement one or more of the tenderers invited following the conclusion of this competitive process, DPC reserves the right to invite the next highest scoring tenderer(s) to join the Framework agreement, as appropriate, at any time during the tender validity period.

3.12 Termination of the Framework Agreement

Without prejudice to the rights of DPC and its absolute discretion, DPC reserves the right to terminate the Framework Agreement at any time.

3.13 Rank Relegation Procedure

DPC reserves the right to relegate the first-ranked Framework Member to the last position in the ranking under either of these circumstances:

- (a). Where the first-ranked Framework Member does not perform a call-off contract to the requirements set out in the Framework Agreement or the call-off order on two (2) or more occasions and the Client is not satisfied with the reasons provided by the first-ranked Framework Member to justify the poor/non-performance; or
- (b). Where the first-ranked Framework Member has not accepted a call-off order on two (2) or more consecutive occasions.

3.14 Award to Runner Up for Appointment to Framework

Without prejudice to the rights of DPC to terminate the Framework at any stage and commence a new tender process, by submitting the tender, a Candidate agrees that DPC can admit the next highest scoring tender emerging from this subsequent tender process to the Framework, and the Candidate will have no claim against DPC, if:

- (a). It is not possible to agree on the terms of the Framework with one or more of the invited tenderers; or
- (b). The Framework Members cannot deliver the service to the satisfaction of DPC.

3.15 Consortia / Joint Ventures

A Candidate may rely on the resources of other entities to establish the suitability requirements, provided they can prove to the satisfaction of DPC that those resources will be available when required.

3.16 DPC Supplier Code of Conduct

DPC is committed to environmental management principles in its activities and encourages the implementation of sustainability principles in its procurement practices and throughout the delivery of all contracts. Candidates should note that successful Candidates will be required to sign up to DPC's Supplier Code of Conduct as part of the RFT Stage 2.

4. Instructions to Candidates

4.1 Procurement Process

The procurement process for the award of this Framework and subsequent contract(s) is being conducted under the Negotiated Procedure, in accordance with Article 47 of Directive 2014/25/EU. It consists of 2 distinct stages:

- (a). Stage 1 - Pre-qualification stage (PQQ); and
- (b). Stage 2 - Tender stage (RFT).

The pre-qualification process, conditions and selection criteria are detailed in this PQQ.

Following evaluation of Stage 1, DPC anticipates shortlisting up to five (5) Candidates to be invited to tender, subject to sufficient Candidates meeting the minimum requirements.

4.2 Queries

Every effort has been made to ensure this PQQ contains all the necessary information for completing tenders. DPC does not warrant or represent that this PQQ, or any other information given to Candidates, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this PQQ or in any other information given to Candidates.

Requests for additional information and clarification must be made using the messaging facility on the eTenders website (www.etenders.gov.ie) only.

All clarifications/additional information will be issued via the eTenders website (www.etenders.gov.ie) and provided to all potential Candidates who have noted their interest on the eTenders website.

4.3 Stage 1 - Completing Qualification Stage

Candidates shall complete **Appendix B** in full in accordance with the instructions and the minimum requirements set out therein. In particular:

- (a). All questions must be completed in full and without reference to other documents or other parts of the PQQ.
- (b). All questions should be answered with relevance to the subject of this Competition.

To avoid doubt, it is emphasised that the information requested in the PQQ is intended solely to determine the suitability and selection of Candidates for entry into the competitive tendering stage. Only at the subsequent tendering stage will the selected Candidates be invited to tender in response to the specific requirements of the contract, in light of the published award criteria and the invitation to tender document.
- (c). Where a minimum requirement is associated with a particular criterion, Candidates must satisfy that minimum requirement to remain eligible for consideration in the Competition.
- (d). Candidates may add lines to the pro-forma tables and boxes set out within the PQQ if required.
- (e). The PQQ must be completed in English, and where copies of original documents are provided in languages other than English, a complete and accurate English translation should be provided, or the documents will not be considered during the evaluation process.

- (f). All financial information should be denominated in euro (€), unless financial information is being provided in a certified or audited supporting document, such as a set of financial statements, in which case it is sufficient for the information to remain in its original currency.
- (g). Failure to provide a sufficient level of detail or to explain adequately any matters may cause such data or information not to be considered during the evaluation process.
- (h). Candidates for pre-qualification may include individuals, partnerships, limited companies, groupings or any combination of the foregoing, public or private, with or without legal personality.
- (i). If the application is from a consortium / joint venture, the Candidate must ensure that all information is provided and, where necessary, provide the information requested separately for each party. The consortium/joint venture must appoint a single party who will assume overall responsibility for delivery and is authorised to sign a contract on behalf of all consortium members. DPC will not act as an arbitrator between the members of the project consortium or joint venture.
- (j). Candidates are strictly prohibited from discussing any aspect of their application response to the PQQ with other Candidates or otherwise exchanging information or colluding regarding the project. Any Candidate who violates this requirement may be disqualified.
- (k). DPC is not responsible for and will not pay for any expense or cost incurred or loss suffered by a Candidate in the preparation or submission of its application or otherwise. Further, DPC is not responsible for any travel or accommodation costs incurred by the Candidate unless agreed in writing by DPC beforehand.
- (l). Each Candidate is responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an application or in participating in this process and Competition.

4.4 Stage 2 – Tender Invitation

Stage 1 responses will be evaluated in line with the criteria and rules outlined in **Appendix B**. Responses will be scored and ranked, and the top five qualifying Candidates will be invited to tender, subject to that number meeting the minimum requirements. Suppose the overall result, as calculated under the foregoing, results in a tie between Candidates at the lowest score for admittance to the tender list. In that case, DPC will invite all tied Candidates, even if this exceeds five.

4.5 Evaluation of Stage 1 Tenders

Stage 1 responses will be evaluated under the award criteria, minimum rules and weightings as specified in this document and as more specifically set out in **Appendix B**.

4.6 Submission of Tenders

Candidates shall submit their complete PQQ response via eTenders by the Submission Deadline stated on the cover page and in Section 1. Candidates are responsible for allowing sufficient upload time and ensuring that files are not corrupted. DPC is not responsible for corruption in electronic documents.

Candidates should produce their response as a SINGLE UPLOADED **ZIP FILE**, if possible, which is labelled, page numbered and with a table of contents.

Candidates must ensure that they give themselves enough time to upload and submit all required documentation before the closing date/time noting the use of the new eTenders platform.

Candidates should consider the fact that upload speeds vary. In order to submit a response to the electronic post-box, please note that you must ensure you have submitted the response completely. It is advisable to familiarise yourself with the new platform prior to the closing date.

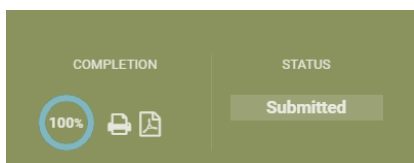
If in doubt, please ensure you contact the eTenders helpdesk as follows:

Email: irish-eproc-helpdesk@eurodyn.com

Phone: +353-818001459

Submitting your Response

In responding to this Competition a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:



If you do not receive a message similar to above, you have not submitted your response.

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

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Candidate to ensure that their tender is complete and uploaded in accordance with the instructions provided on eTenders prior to the deadline, as stated on the front page.

4.7 Clarifications

While not obliged to seek clarification from Candidates, DPC reserves the right, at its absolute discretion, to ask Candidates for clarification or elaboration of their tenders to help evaluate them should the matter arise.

DPC will not be obliged to seek clarification; therefore, Candidates should pay particular attention to ensure that their PQQ response contains all the required information, as even small administrative errors (such as failure to sign or date a declaration) may not be clarified by DPC where the required information forms part of a requirement.

4.8 Interference

Any effort by the Candidate to unduly influence DPC, relevant agency personnel, or any other relevant persons or bodies in the examination, clarification, evaluation, and comparison of tenders, and in decisions about the award of the contract, shall lead to the Candidate's tender being rejected.

Under Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

4.9 Inducement to Purchase

DPC may disqualify a Candidate in one of these circumstances:

- (a). If the Candidate has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the contracting entity, or
- (b). If like acts have been done by any other person employed by the Candidate or acting on its behalf (whether with or without the knowledge of the Candidate).

4.10 Confidentiality

All documentation, information or other materials disclosed or furnished by DPC to a Candidate during this Competition:

- are furnished solely to reply to this PQQ only;
- may not be used, communicated, reproduced or published for any purpose without the prior written permission of DPC;
- shall be treated as confidential by the Candidate and any third parties (including sub-consultants) engaged or consulted by the Candidate and must be returned or destroyed if requested by DPC;
- Candidates are strictly prohibited from discussing any aspect of their response with other Candidates or otherwise exchanging information or colluding regarding the project. Any Candidate who violates this requirement may be disqualified.

4.11 Conflict of Interest

Any conflict of interest or potential conflict of interest involving a Candidate or Candidates, if a consortium bid occurs, must be fully disclosed to DPC. Any registerable/declarable interest involving the Candidate and DPC or employees of DPC or their relatives must be fully disclosed in the response to this tender competition or should be communicated to DPC immediately upon such information becoming known to the Candidate. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a Candidate or invalidate a contract award, depending on when the conflict of interest comes to light.

DPC may invite Candidates to propose how any conflict might be resolved. DPC will, at its absolute discretion, decide on the appropriate course of action, which may include eliminating a Candidate from the Competition or terminating any contract already concluded.

4.12 Ambiguity, Discrepancy, Error, Omission

If a Candidate considers that they are missing any documents which would prevent them from submitting comprehensive information, please submit a query as outlined in 4.2 above as soon as they become aware.

Candidates shall immediately notify DPC should they learn of any ambiguity, discrepancy, error or omission in this PQQ. DPC will, upon receipt of such notification, issue a clarification via eTenders regarding any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the PQQ.

4.13 Multiple Participation

The lead member of a consortium may not submit more than one tender.

If any party is included in more than one PQQ, each party in the group will need to provide a statement declaring “that they know of this ‘multiple participation’ and this has been brought to the attention of all members of the group that they belong to”.

DPC may request the Candidate to take any action necessary to avoid a conflict of interest or any distortion of the Competition.

4.14 Freedom of Information Act

DPC is not currently subject to the Freedom of Information legislation. If Candidates wish that the information supplied with this PQQ should not be disclosed because of its sensitivity, they should, when providing this information, identify the same and specify the reasons for its sensitivity.

DPC will consult with the Candidate about this sensitive information before deciding on any Freedom of Information request received.

4.15 Tax Clearance Certificate

It is a precondition to the execution of the Contract that the successful Candidate shall, for its term, comply with all EU and domestic taxation law and can promptly produce a current, valid tax clearance certificate issued by the Irish Revenue Commissioners, if not already submitted to DPC. This tax clearance status must be maintained throughout the lifetime of the contract.

Please refer to the Irish revenue web site <http://www.revenue.ie/>. Non-resident Candidates should apply to the Office of the Revenue Commissioners, non-resident tax clearance unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie

4.16 Withholding Tax

Payments shall be subject to Irish’ Professional Services Withholding Tax’ at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted tax from the Office of the Revenue Commissioners in Ireland, the international claims section, located at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

4.17 Relevant Contracts Tax

Payments in relation to capital works shall be subject to Irish’ Relevant Contracts Tax’ at the prevailing rates as laid down by the Revenue Commissioners in Ireland. Candidates should familiarise themselves with this legislation and take all reasonable measures required by the Office of the Revenue Commissioners in Ireland, currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: 353-1-6733533).

4.18 Irish Legislation

Candidates must know national legislation applies in matters such as employment, working hours, official secrets, data protection and health and safety. Candidates must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in contracting entity tenders and in delivering the Framework agreement. The successful Candidate must observe all aspects of such legislation.

The successful Candidate must comply with all relevant statutory requirements, both National and EU, including, but not limited to, those set out in Appendix A, as well as any other applicable regulations or amendments to rules introduced during the period of the framework.

The successful tenderer will be required to comply with the applicable Bye Laws of Dublin Port Company.

4.19 Copyright

DPC will have copyright ownership of any material developed for use by DPC under this Competition. The service provider may have a non-exclusive licence to use such material, but only for its own purposes (to be agreed with the successful tenderer).

4.20 Data Protection

- a) Any capitalised terms used in this section not defined in this PQQ will have the meaning given to them in data protection legislation.
- b) The Candidate shall ensure that it shall comply with data protection legislation regarding any personal data processed as part of the Competition, the Candidate shall be the data processor, and DPC shall be the data controller.
- c) The Candidate acknowledges and agrees that it may receive and process certain personal data, details of which are set out in **Appendix A** (Data Processing) of this PQQ, as part of the Competition.
- d) The Candidate agrees and undertakes that it shall:
 - I. Process personal data only on documented instructions from DPC, unless required to do so by law to which the Candidate is subject; in such a case, the Candidate shall inform DPC of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - II. Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - III. Take all measures required under Article 32 of the General Data Protection Regulation “Security of Processing” regarding each engagement;
 - IV. Respect the conditions referred to in paragraphs 2 and 4 of Article 28 of General Data Protection Regulation for engaging third parties (called a “sub-processor”);
 - V. Considering the nature of the processing, assist DPC by technical and organisational measures, insofar as this is possible, for the fulfilment of DPC’s obligation to respond to requests for exercising the Data Subject’s rights laid down in chapter III of the General Data Protection Regulation.
 - VI. Assist DPC in ensuring compliance with the obligations under articles 32 to 36 of the GDPR including without limitation: notifying DPC without undue delay, and within seventy-two (72) hours (in line with the Article 33 GDPR obligation on the data controller), following the Candidate learning of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and fulfilment of DPC’s obligation to respond to requests for exercising the data subject’s rights laid down in chapter III of GDPR;
 - VII. Promptly delete or return all the personal data to DPC after the end of the Competition, and delete existing copies unless the law requires storage of the personal data.
 - VIII. Provide to DPC all information to demonstrate compliance with the obligations laid down in this section 4.20 and allow for and contribute to audits, including inspections, conducted by DPC or another auditor mandated by DPC and under the provisions mentioned in section 4.20(iii) of the PQQ in relation to audits;

- IX. Immediately inform DPC if, in the Candidate's opinion, an instruction of DPC as mentioned in this section 4.20 infringes the general data protection regulation or other data protection provisions. This opinion shall not be construed as legal advice by the Candidate.
- e) DPC confirms to the Candidate that it may transfer the personal data from the Candidate in full compliance with data protection legislation, including, as needed, compliance with any prior required formalities and data subject rights, such as information and/or consent when such is required under data protection laws.
 - f) The Candidate shall not engage any third party to process personal data without the prior written consent of DPC. If the Candidate engages any third-party sub-processor to process any personal data, the Candidate shall impose on such third-party sub-processor, by means of a written contract, the same data protection obligations as set out in this tender. The Candidate shall remain liable to DPC for processing by such third-party sub-processors as if the processing was being conducted by the Candidate.
 - g) The Candidate acknowledges and agrees that the Candidate or Candidate personnel may not transfer personal data to any third country except if the transfer is expressly approved by DPC in writing.
 - h) DPC acknowledges that it is and will remain solely responsible for determining the purposes and the means of the Candidate's processing of personal data while performing its obligations under this tender and for approving the security measures applicable to protecting personal data in **Appendix A** (data processing). DPC remains solely responsible for the accuracy and adequacy of the purposes and means.
 - i) Any changes to the security measures required by DPC, including in order complying with data protection laws, shall be agreed by the parties.
 - j) The Candidate shall indemnify DPC, its directors, officers, agents, employees against any losses, expenses (including reasonable legal fees), damages, costs, penalties and losses incurred by DPC or any of its directors, officers, agents and employees, arising from or in connection with the Candidate acting outside or contrary to the lawful instructions of DPC and/or any other breach by the Candidate of its obligations under this section 4.20 or Data Protection Legislation.

4.21 Access to Information on the Environment

Tenderers should be aware that, under the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Entity will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making a decision on a request received.

APPENDICES

APPENDIX A: DATA PROCESSING

See the Separate Document entitled '**Appendix A Data Processing**'.

APPENDIX B: PRE-QUALIFICATION QUESTIONNAIRE

See the Separate Document entitled '**Appendix B – Pre-Qualification Questionnaire**'.

APPENDIX C: DRAFT FRAMEWORK AGREEMENT

See the Separate Document entitled '**Appendix C - Draft Framework Agreement**'.