
Group Procurement Delivering Solutions

Request for Tenders for Short Term Hotel Operator at Existing Dublin Airport Maldron Hotel



Open Procedure

Tender Deadline: 14 September 2026 at 3pm (Irish time)

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Part 1: Introduction



THIS COMPETITION IS BEING CONDUCTED IN ACCORDANCE WITH THE CONCESSIONS DIRECTIVE 2014/23/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL AND IMPLEMENTED IN IRELAND BY S.I. No. 203/2017 – EUROPEAN UNION (AWARD OF CONCESSION CONTRACTS) REGULATIONS USING THE OPEN PROCEDURE¹

- 1.1 daa plc. is the contracting entity for this competition (**"the Contracting Entity"**).
- 1.2 The Contracting Entity invites responses (**"Tenders"**) to this Request for Tenders (**"RFT"**, which expression includes its Appendices and any documents referred to herein) from economic operators (**"Tenderers"**) for the short term hotel operator at Maldron Hotel, Dublin Airport, Corballis, Dublin, K67 T6P6 as described in the Award Criteria Response Document and the Contract attached (**"the Competition"**). The Short Term Hotel Operator (the **"Successful Tenderer"**) will assume full responsibility for the management, operation, marketing, maintenance and administration of the hotel and associated facilities.

¹ Regulation 44 of S.I. No. 286/2016 - European Union (Award of Contracts by Utility Undertakings) Regulations 2016.
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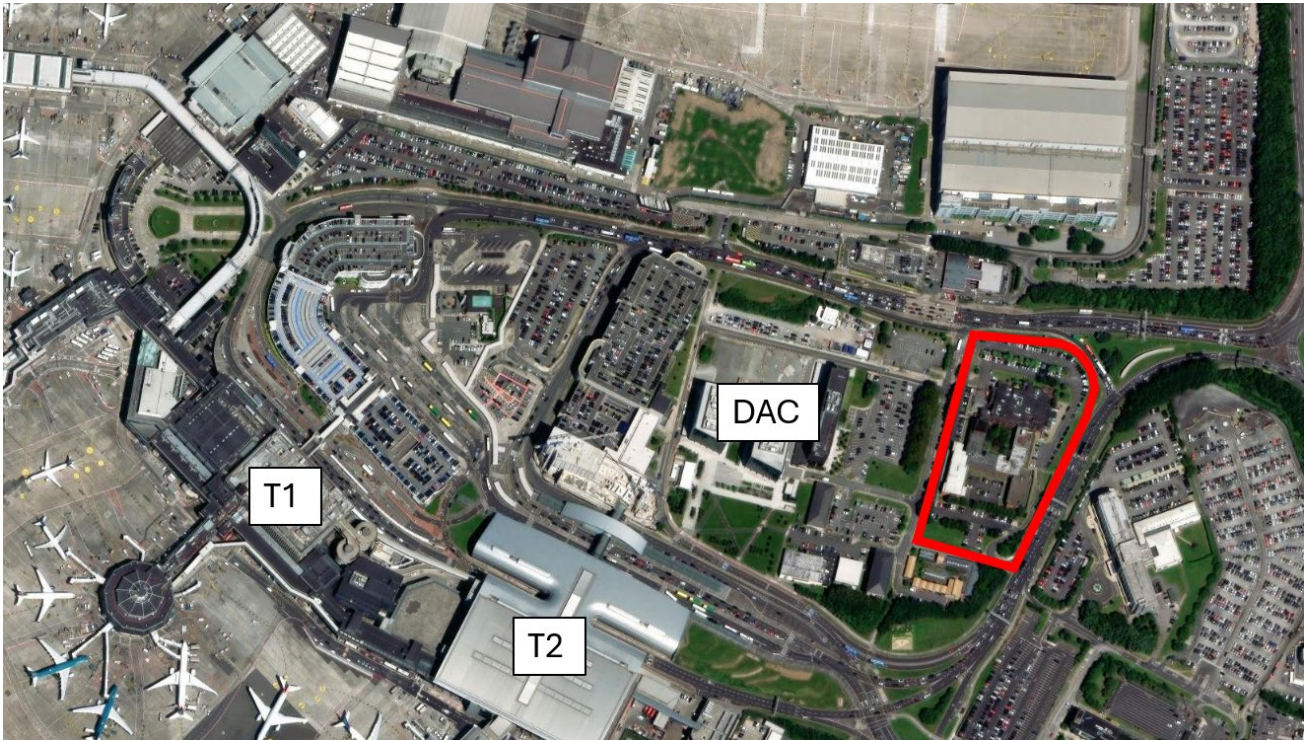
- 1.3 The Contract will (subject to the termination rights) be for an initial term of three (3) years ("**Initial Term**"). The Contracting Entity reserves the right to extend the Initial Term for an additional period of one (1) year and thereafter by three further periods of one (1) year on the same terms and conditions. In total, if both options are exercised, the Contract may continue for a maximum term of seven (7) years.
- 1.4 The proposed Short Term Operator solution should be fully operational by 1 January 2027 including transition/ handover period. The Contracting Entity anticipates the Contract commencing on 19 November 2026 with a period of mobilisation prior to the hotel being fully operational on 1 January 2027. Tenderers shall ensure that their project plans, resource allocations and deployment methodologies support a **maximum 6-week delivery** timeline (from contract commencement to 'go live') allowing for contingency for any potential delays in contract commencement or otherwise.
- 1.5 Tenderers should note that the Successful Tenderer shall be required to operate the hotel in accordance with a minimum **Failte Ireland 4-star hotel standard**² and comply with all terms and conditions as set out in the Operating Agreement. Tenderers must satisfy the minimum requirements specified in the Qualification Response Document and the Award Criteria Response Document. Tenderers must provide sufficient evidence demonstrating their ability to meet all requirements of the Contracting Entity.
- 1.6 The following documents have been issued with this RFT:
- **Qualification Response Document** (*to be completed and returned as part of Tender*);
 - **Award Criteria Response Document** (*to be completed and returned as part of Tender*);
 - **Financial Proposal Response Document** (*to be completed and returned as part of Tender*);
 - **Form of Operating Contract* and form of Business Transfer Agreement**^{3*} (together the "**Contracts**" and each a "**Contract**");
 - **Building Surveys***;
 - **Trade Accounts***;
 - **Short Marketing Memo***; and
 - **Operational Information File***.
- (documents listed above which are marked with a * shall be issued to Tenderers upon receipt by the Contracting Entity of an executed NDA, a form of which is appended to this RFT)
- Tenderers should consider and take account of all of these documents before submitting their Tenders.
- 1.7 Capitalised terms in this RFT, the Qualification Response Document, the Award Criteria Response Document and the Financial Proposal Response Document shall have the meaning given to them in this RFT.

² [Criteria and information about Quality assured accommodation](#)

³ This document will be issued to Tenderers after the publication of the RFT but prior to the latest date for Receipt of Tenders from Tenderers.

Part 2: Instructions to Tenderers

2.1 General



- 2.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and the Contracts. Tenderers may wish to consult their own legal advisers in relation to this RFT and the Contracts or the subject matter thereof. No responsibility or liability for any loss or damage arising as a result of reliance on this RFT, or the information contained in this RFT or for any omission is or will be accepted by the Contracting Entity or by any of its officers, employees, agents or professional advisors. No officer, employee, agent, or professional advisor of the Contracting Entity has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Entity's officers, employees, agents, or professional advisors expressly disclaim any and all liability arising out of this RFT, or information contained within them and any errors or omissions in or from the RFT.
- 2.1.2 Information supplied by Tenderers in their Tenders may be treated as contractually binding on the Tenderers if accepted by the Contracting Entity and incorporated into the Contract.
- 2.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a written contract has been executed by the Contracting Entity. Any notification of "**Successful Tenderer**" status by the

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Contracting Entity shall not give rise to any enforceable rights by a Tenderer. The Contracting Entity may, without compensation or liability to Tenderers, cancel this competition at any time prior to a written contract being executed by the Contracting Entity. While the Contracting Entity is seeking value for money from Tenderers, the Contracting Entity does not bind itself to accept the lowest priced or any Tender.

- 2.1.4 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Contracting Entity and Tenderers in relation to the subject matter of this competition or otherwise, and Tenderers should place no reliance on such previous documentation, communication or correspondence. Tenderers should study the contents of this RFT and the Contracts carefully, including the information and documents contained in the Appendices. Tenderers' attention is drawn to the aide-memoire in Part A of the Qualification Response Document.
- 2.1.5 Tenders should be self-contained - i.e. they should not reference or link to manuals, brochures, or other external documentation or information, unless specifically permitted in this RFT.
- 2.1.6 Tenders will be received on the understanding that Tenderers accept full responsibility for all statements made therein, in particular in relation to Tenderer's capability to undertake the obligations set out in the Contracts.
- 2.1.7 If a Tenderer is successful in this competition and is awarded the Contracts, the Operating Agreement will incorporate its Tender response. Any Operating Agreement awarded will incorporate this RFT, the Tender itself, any variation of them and any formal interchange of correspondence or information as the basis of the chosen Tenderer's obligations.
- 2.1.8 If it considers it necessary, the Contracting Entity reserves the right to carry out a process of verification of Tender responses (or any aspect thereof) and Tenderers will be required to co-operate in this regard.
- 2.1.9 Any restraints, covenants, writs, claims or other action current or pending in respect of any item or the Tenderer itself proposed must be declared by the Tenderer. Failure to do so will result in the proposal being disqualified or the Tenderer being held accountable for all losses incurred including, without limitation, restrictions imposed by foreign governments, government agencies and intergovernmental agencies on the supply, use and subsequent disposal of items of equipment or software.
- 2.1.10 Tenders shall not take advantage of any apparent errors or omissions in this RFT. In the event that a Tenderer discovers an apparent error or omission or ambiguity, the Tenderer shall immediately notify the Contracting Entity's representative as detailed in paragraph 2.7.1 below.
- 2.1.11 In issuing this RFT, there are no implied obligations for the Contracting Entity to procure any of the Services described in this RFT (the "**Services**").
- 2.1.12 The Contracting Entity reserves the right to proceed with the whole or part of the Contracts and to amend quantities or descriptions as deemed appropriate to meet their requirements.

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2.1.13 Tenderers shall familiarise themselves with the Airport byelaws (S.I. No. 618/2014 – Airport Bye Lays 2014) and must comply with same at all times. The Successful Tenderer shall be given access to the Airport directives, policies, procedures and standardisation documents (including but not limited to those dealing with Health & Safety, operations, project controls, reporting and the environment) and must comply with same at all times.

2.1.14 **Data Protection Notice:** Tenderers may provide personal data relating to employees or other persons in their Tender. In this RFT, “**Data Protection Law**” means all applicable data protection law including the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.

- a) Where a Tenderer provides personal data relating to third parties, it must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.
- b) Where such personal data is provided, the relevant controller is the Contracting Entity. If a Tenderer has any questions about use of personal data, please use the eTenders messaging system to raise these with the Contracting Entity.
- c) The Contracting Entity generally processes the following non-exhaustive personal data provided as part of Tenders:
 - i. name;
 - ii. contact details;
 - iii. qualifications;
 - iv. experience;
 - v. company/project organogram; and
 - vi. any other personal data provided by Tenderers.
- d) The Contracting Entity collects personal data from Tenderers directly, and from the following sources:
 - i. the employer (where relevant);
 - ii. other members of the consortium (if applicable);and
 - iii. any other source of personal data referred to in this RFT.
- e) Any personal data provided will be processed for the purposes of the competition. Our legal basis for processing such personal data in accordance with the provisions of Data Protection Law and this Data Protection Notice is that it is necessary for the exercise of official authority vested in us.

- f) The Contracting Entity may disclose personal data to various recipients in connection with the competition, including:
 - i. other members of the consortium (if applicable);
 - ii. third party service providers of the Contracting Entity, such as advisors and contractors; and
 - iii. other potential recipients identified in this RFT.
- g) In connection with the above, the Contracting Entity may transfer personal data outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union. If and to the extent that we do so, we will ensure that appropriate measures are in place to comply with the Contracting Entity's obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the 'standard contractual clauses' approved for this purpose by the European Commission or, in respect of transfers to the United States of America, ensuring that the transfer is covered by the EU-US Privacy Shield framework (or any replacement framework).
- h) If a Tenderer is unsuccessful in this competition, such personal data will be retained until three years after its conclusion.
- i) Any data subjects in respect of which the Contracting Entity holds or processes personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.

2.2 Compliant Tenders

- 2.2.1 Failure to comply with the requirements of this paragraph 2.2.1 may render a Tender non-compliant and the Tender may be rejected and excluded from this Competition. Tenderers must:
 - a) complete and include all documentation specified at paragraph 2.6.4 of this RFT;
 - b) follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - c) comply with all requirements as set out within this RFT.
- 2.2.2 If the RFT is altered or edited in any way by a Tenderer, the subsequent Tender may be deemed non-compliant and may be rejected.
- 2.2.3 Without prejudice to any other provision herein, failure to comply with the requirements of this paragraph 2.2.3 will render the Tender non-compliant and it will be rejected. Tenders must:
 - a) be received by the Contracting Entity in accordance with paragraphs 2.6.1 and 2.6.2 below;

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- b) include *Declaration(s) as to Personal Circumstances* as set out in Part D (Eligibility) of the Qualification Response Document⁴; and
- c) include a *Tenderer's Statement* as set out in Part B (Tenderer's Statement) of the Qualification Response Document.

2.2.4 The Contracting Entity shall evaluate all compliant tenders against the award criteria referred to in in Part 3 of this RFT.

2.3 Contract

- 2.3.1 The Contracting Entity will, subject to the right of cancellation of this competition (as set out at paragraph 2.1.3 above), select the Successful Tenderer to provide the solution sought under this RFT.
- 2.3.2 The Successful Tenderer shall provide the solution in accordance with and on the terms and conditions of the Contracts. The Successful Tenderer shall be required to enter into the Operating Agreement with the Contracting Entity and the Business Transfer Agreement with the incumbent provider of the Services. Tenderers should take account of the provisions of the Contracts in the preparation of their Tenders. Tenderers are required to confirm their acceptance of the Contracts in the *Tenderers' Statement* contained in Part B (Tenderer's Statement) of the Qualification Response Document. Any queries or requests for clarifications pertaining to the Contracts must be raised via the messaging facility on www.etenders.gov.ie in accordance with process set out in paragraph 2.7 of this RFT. Tenderers must not make any assumptions or qualifications in their Tenders that could place them on a different footing to other Tenderers.

2.4 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. All Tenderers must return, with their Tender, the signed *Tenderer's Statement*, as set out in Part B (Tenderer's Statement) of the Qualification Response Document. Tenderers may not amend the *Tenderer's Statement*.

2.5 Consortia and Prime / Subcontractors

Where a group of undertakings submit a Tender in response to this RFT the Contracting Entity will deal with all matters relating to this competition through the entity who will carry overall responsibility for the performance of the Contract only (the "**Lead Tenderer**"), irrespective of whether or not tasks are to be performed by a subcontractor and/or group/consortium member. The Tenderer must clearly set out in Part C of the Qualification Response Document:

⁴ Sworn versions of these Declarations will be sought from the Successful Tenderer prior to any Contract execution.

- a) The full legal name of the Lead Tenderer together with its registered office, registered business name (where applicable), company registration number, telephone and e-mail contact details;
- b) The names of all subcontractors and /or group/consortium members who will be involved in the performance of the Contract;
- c) A description of the role to be fulfilled by each group/consortium member; and
- d) The name, title, telephone number, postal address and e-mail address of the nominated contact person authorised to represent the Lead Tenderer, to whom all communications shall be directed and accepted until this competition has been completed or terminated.

2.6 Tender Submission Requirements

- 2.6.1 Tenders must be submitted via the www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will **NOT** be accepted. Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender deadline referred to at paragraph 2.6.3 below. Tenderers should take into account the fact that upload speeds vary. Tenderers should note that in the electronic post box, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted. Any failure to take account of these file size restraints and/or the appropriate processes to be followed to submit their Tenders via the electronic post box is entirely a matter for the Tenderers. Therefore, Tenderers should fully familiarise themselves with these matters well in advance of the latest date for Receipt of Tenders from Tenderers.
- 2.6.2 In order to submit a Tender to the electronic post box, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their Tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender deadline.
- 2.6.3 The deadline for the receipt of all Tender submissions is **14 September 2026 at 3pm (Irish time)** (or such later date as may be specified by the Contracting Entity. The indicative timetable is as follows (this is subject to change at the discretion of the Contracting Entity):

Contract notice	13 August 2026
Latest date for Tenderers to confirm attendance at Site Visit	20 August 2026

Site Visit 10am – 12pm	25 August 2026
Latest date for Tenderers to submit Clarifications	28 August 2026
Latest date for the Contracting Entity to issue responses to Tenderer Clarifications	7 September 2026
Latest date for the Receipt of Tenders from Tenderers	14 September 2026 at 3pm (Irish time)
Issue of Successful Tenderer Letters and Regret Letters to unsuccessful Tenderers	25 September 2026
Latest date for Contract signing	12 November 2026
Contract commencement	19 November 2026

2.6.4 In responding to this RFT all Tenders must follow the format of the RFT and respond to each element of the RFT in the order as set out in this RFT. Tender submissions shall comprise the following:

- a) **Qualification Response Document**
- b) **Award Criteria Response Document**
- c) **Financial Proposal Response Document**

All Tenders submitted must be compiled such that they can be read immediately using word/pdf readers. **Each of these Tender documents should be zipped and submitted separately.**

2.6.5 The Contracting Entity is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

2.7.1 All queries or requests for clarification relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. The latest date for the receipt of clarifications as specified at paragraph 2.6.3 of this RFT. The Contracting Entity may, at its absolute discretion (but will in no circumstance be obliged to), reply to queries received after that date.

2.7.2 All clarifications and responses to queries/requests for clarification will be via the messaging facility on www.etenders.gov.ie. Where appropriate, questions may be amalgamated. Tenderers should note that the Contracting Entity will not make responses or clarifications to individual Tenderers privately.

2.7.3 The Contracting Entity reserves the right to issue or seek written clarifications.

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- 2.7.4 The Contracting Entity reserves the right to update or alter the information contained in this document at any time up to two (2) days before the final date for receipt of Tenders. Participating Tenderers will be so informed through the eTenders website. In the event of such updates or alterations the Contracting Entity reserves the right to postpone the deadline for the receipt of Tenders referred to at paragraph 2.6.3 above so as to allow Tenderers sufficient time to respond.

2.8 Tendering Costs

The Contracting Entity shall have no liability for any costs, expenses or losses that may be incurred as a direct or indirect consequence of Tenderers taking part in this Competition. All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers unless stated otherwise in these tender documents or agreed in advance.

2.9 Confidentiality

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Entity to Tenderers during the course of this Competition:
- a) are furnished for the sole purpose of replying to this RFT;
 - b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Entity;
 - c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - d) must be returned immediately to the Contracting Entity upon cancellation or completion of this Competition, if so requested by the Contracting Entity.
- 2.9.2 This RFT and all information relating to the Contracting Entity and its business disclosed in the course of this Competition are provided to Tenderers in strictest confidence. Tenderers shall not release any of the Tender documentation to third parties other than on a confidential basis to those with whom they need to consult in preparation of a Tender.

2.10 Pricing

- 2.10.1 All prices/costs quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.2 Tenderers must confirm that all prices/costs quoted in the Tender will remain valid for four (4) months commencing from the closing date for the receipt of Tenders (the "**Tender Validity Period**").
- 2.10.3 Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.

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- 2.10.4 Payments for Services shall be subject to and made in accordance with the Contract.
- 2.10.5 As part of their Tenders, all Tenderers must complete the Pricing Response Document issued with this RFT.

2.11 Employment Law

2.11.1 During the performance of the Contract, Tenderers will have obligations in relation to taxation, environmental protection, employment protection and working conditions. Tenderers may obtain information regarding their obligations in relation to:

- a) Taxation from the Irish Revenue Commissioners (www.revenue.ie)
- b) Environmental Protection from the Environmental Protection Agency (www.epa.ie);
- c) Employment Protection and Working Conditions from the Department of Enterprise, Tourism and Employment (www.enterprise.gov.ie).

Tenderers must provide a statement confirming that they have taken account of their obligations relating to employment protection and working conditions that are in force in the place where the Services sought under this RFT are to be carried out or supplied.

- 2.11.2 The Successful Tenderer 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 Services under the Contract.
- 2.11.3 The requirement of the Acquired Rights Directive as implemented into Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("SI 131/2003"), may apply to staff currently employed by the incumbent provider(s) of the services.

It is the responsibility of all Tenderers to ensure their Tender includes for all costs associated with compliance with the Acquired Rights Directive and SI 131/2003. The Contracting Entity will not, under any circumstances, accept any liability or responsibility whatsoever for any of the content/information provided by the incumbents or otherwise made available to Tenderers for the consequences of any reliance upon or actions taken, by the Tenderer or any third party, on the basis of any of the content/information provided by the incumbent(s) or otherwise made available to Tenderers.

Under the Operating Contract, Tenderers shall be required to include an undertaking that they will comply with the Acquired Rights Directive and SI 131/2003. Furthermore, Tenderers will be required to indemnify the Contracting Entity for any claim arising, loss and/or costs incurred by the Contracting Entity as a result of the Tenderer's failure or incapacity to fulfil its obligations thereunder.

2.12 Publicity

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No publicity regarding this competition or the award or execution of the Contract is permitted unless and until the Contracting Entity has given its prior written consent to the relevant communication.

2.13 Registrable Interest

Any Registrable Interest involving a Tenderer's subcontractor and the Contracting Entity, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Entity and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to their notice after the submission of a Tender and prior to the award of the Contract, it should be communicated to the Contracting Entity immediately upon such information becoming known to the Tenderer's subcontractor. The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995, a copy of which is available to download at www.finance.gov.ie. The Contracting Entity will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.14 Anti-Competitive Conduct

2.14.1 Tenderers attention is drawn to the application of the Competition Acts 2002 to 2022. The Acts declare it a criminal offence to collude on prices or terms in a public procurement procedure. If a Tenderer, in connection with this Competition, either:

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

the Tenderer may be disqualified from the Competition without prejudice to any other civil remedies available to the Contracting Entity and without prejudice to any criminal liability which such conduct may attract.

2.14.2 Should the Contracting Entity become aware of direct or indirect communications through trade associations or otherwise between Tenderers relating to the Competition or the Contracts or which

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might facilitate price collusion the Contracting Entity reserves the right to notify the Competition and Consumer Protection Commission and/or to suspend such Tenderers.

2.14.3 If the matter is not satisfactorily resolved by the time evaluation of all other Tenders is complete, the Contracting Entity reserves the right to base its decision on all Tenders received but not suspended.

2.14.4 If any Tenderer (or person associated with a Tenderer), in connection with this Competition, either:

- a) canvasses or offers any inducement, fee or reward to any employee, servant or agent of the Contracting Entity or its professional advisors;
- b) does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018 or the Regulation of Lobbying Act 2015; or
- c) approaches any employee, servant or agent of the Contracting Entity or its professional advisors except as authorised in this RFT, including for the purposes of soliciting the employment of any such persons or soliciting information about this Competition,

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

2.15 Industry Terms Used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 Tax Clearance

2.16.1 It will be a condition of the award of any Contract that the Successful Tenderer shall for the term of any such Contract, comply with all EU and domestic taxation law and requirements, including but not being limited to Circular 43/2006 issued by the Department of Finance. This Circular and further information is available at www.finance.gov.ie and www.revenue.ie.

2.16.2 Prior to the award of any Contract arising out of this competition the Successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Entity. By supplying these numbers the Successful Tenderer acknowledges and agrees that the Contracting Entity has the permission of the Successful Tenderer to verify its tax cleared position online.

2.17 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to the Contracting Entity as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Entity may invite Tenderers to propose means by which the conflict might be removed, remedied or mitigated. The Contracting Entity will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any Contract entered into by a Tenderer.

2.18 Withdrawal from this Procurement Competition

Tenderers are required to use the withdrawal facility on www.etenders.gov.ie immediately if at any stage they decide to withdraw from this Competition.

2.19 Site Visit

2.19.1 A site visit to view the Contracting Entity's premises or facilities at Dublin Airport, Corballis, Dublin, K67 T6P6 shall be organised on **25 August 2026** between the hours of 10am and 12pm. Tenderers wishing to avail of this opportunity must confirm their attendance by confirming their interest through the eTenders portal no later than **20 August 2026**. Attendance at the Contracting Entity's premises will be subject to compliance with local security arrangements.

Please note that full agenda regarding the site visit will be published prior to the visit.

2.19.2 Each Tenderer should note that it is limited to a maximum of 2 people attending any such visit.

2.20 Insurance

2.20.1 The Successful Tenderer shall be required to hold for the term of the Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	€13m – limit for any one claim or series of claims arising out of a single occurrence.
Public Liability	€13m – limit for any one claim or series of claims arising out of a single occurrence.

Product Liability	€13m – limit on any one occurrence and in the aggregate per insurance year.
Cyber Insurance	Insurance to include cover for 3 rd party losses (no minimum specified)

2.20.2 By signing the *Tenderer's Statement* in Part B of the Qualification Response Document, Tenderers confirm, that if awarded a Contract pursuant to this Competition, they will, from the Effective Date of the Contract (as defined therein), obtain and hold the types and levels of insurance as specified at paragraph 2.20.1.

2.20.3 The Successful Tenderer will, during the term of the Contract, be required to:

- a) immediately advise the Contracting Entity of any material change to its insured status;
- b) produce proof of current premiums paid upon request;
- c) produce valid certificates of insurance upon request.

2. 21 Safety

2.21.1 The Successful Tenderer shall comply with all Safety, Health and Welfare Legislation, whether statutory or deriving from the Contracting Entity or other bodies having power in relation to safety legislation. The Successful Tenderer shall provide information relating to its safety management systems / operation as requested by the Contracting Entity.

2.21.2 At a minimum, if requested by the Contracting Entity, the Successful Tenderer must confirm that their company has a Safety Statement and be prepared to supply this on request including details of:

- a) The organisational safety structure complete with names and contact numbers of the Health and Safety Manager/Officer;
- b) Examples of how their company promotes safety;
- c) Accident Frequency Rate for lost time injuries per 100,000 man hours over the most recent calendar year period.

2.22 Sustainability

2.22.1 It is the Contracting Entity's policy to operate in an environmentally, socially and economically sustainable manner. At a minimum, the successful Tenderer must comply with all applicable environmental and employment laws, legislation, regulations and standards, such as requirements regarding (but not limited to):

- a) Waste management;
- b) Wastewater discharge;
- c) Air emissions controls; and
- d) Environmental permits and environmental reporting.

2.22.2 The Successful Tenderer 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 Entity as called for in the design and product specifications and contract documents.

2.22.3 All costs (including, where applicable, penalty charges) associated with remediating any adverse environmental consequences arising from the operations of the Successful Tenderer pursuant to the Operating Agreement shall be borne by the Successful Tenderer. The Successful Tenderer shall, pursuant to the Operating Agreement, provide information relating to its environmental management systems / operation as requested by the Contracting Entity. The Successful Tenderer shall comply with the Contracting Entity's requirements in relation to environmentally responsible operations at the airports.

2.23 Gratuities/Canvassing

Any attempt by a Tenderer to influence the process of Tender evaluation and Contract award through canvassing or other means of improperly influencing any staff or agent of the Contracting Entity shall result in their Tender being rejected. If any Tenderer 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 the Tender, said Tender will be automatically excluded from this Competition.

2.24 Governing Law

Any Contract resulting from this competition shall be subject to and construed in accordance with the Laws of the Republic of Ireland. Any arbitration shall be held in the Republic of Ireland. Any Contract awarded shall not be construed to the disadvantage of the Contracting Entity on the basis of the Contracting Entity having drafted any part of the Contract.

2.25 ISO 5001

The Contracting Entity implements the Energy Management System ISO 50001. Where applicable, Tenderers will be, inter alia, evaluated on the basis of the energy performance for equipment and services that are expected to have an impact on energy performance.

While consideration towards pre-approved products/services on the Sustainable Energy Authority of Ireland (SEAI) Triple E Register or Accelerated Capital Allowance (ACA) register as appropriate is recommended, the

Contracting Entity may accept products not on those registers but which, in its opinion, meet or exceed the criteria for inclusion on the aforementioned registers.

Where applicable, the Contracting Entity must also satisfy itself of the competency levels of contractors working on its behalf and that they are aware of:

- a) the importance of conformity with the energy policy, procedures and requirements of the energy management system;
- b) their role, responsibility and authority in achieving the requirements of the energy management system; and
- c) the impact, with respect to energy use and consumption, of their activities and how their activities and behaviour contribute to the achievement of energy objectives and targets.

The Contracting Entity may, as required, seek that specific detail of the following be provided:

- a) Evidence of competency levels to complete works on behalf of the Contracting Entity. For example, training certificates, operation to IS 399, EXEED for design works etc;
- b) Identify how, on behalf of the Contracting Entity, the Tenderer plans to mitigate any potential impact on energy use and consumption. For example i.e. skills, assessment, monitoring, etc;
- c) Confirm how energy performance is evaluated; and
- d) That any design activities include and record an evaluation for energy i.e. Design Review records.

2.26 Reliance on Resources

Where, in order to meet the financial and/or technical standing requirements of this RFT, a Tenderer seeks to rely on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be, (including, for example, but not limited to, reliance on a parent company's resources), it must confirm in Part C7 of the Qualification Response Document that it has available to it the resources of those entities or undertakings and provide evidence of same in the form of a letter of support from those entities or undertakings. If sufficient evidence is not provided, the Tenderer will be evaluated based on its own financial, economic and technical standing. A contractual commitment may be required at Contract execution stage from any supporting entity.

Part 3: Evaluation & Contract Award

3.1 Compliant Tenders

3.1.1 Only those Tenderers who:

- a) have submitted compliant Tenders pursuant to paragraph 2.2 above;
- b) have not been excluded for any reason set out in Part D (Eligibility) of the Qualification Response Document;

- c) pass the financial robustness tests specified in Part E (Financial Standing) of the Qualification Response Document;
- d) pass the technical ability tests specified in Part F (Technical Ability) of the Qualification Response Document; and
- e) have not otherwise been eliminated from the Competition

will proceed to have their completed Award Criteria Response Document and Financial Proposal Document evaluated in accordance with the Award Criteria in this Part 3.

3.1.2 Without prejudice to the Contracting Entity's powers to cancel or to amend this Competition at any time, if a Tender fails to comply in any respect with the requirements set out in the RFT, the Contracting Entity may, in its absolute discretion:

- a) reject the relevant Tender as non-compliant;
- b) without prejudice to the Contracting Entity's right to reject the Tender, meet with, raise issues and/or seek clarification from the Tenderer in respect of their Tender;
- c) without prejudice to the Contracting Entity's right to reject the Tender, request the Tenderer to provide the Contracting Entity with information or items which have not been provided or have been provided in an incorrect form;
- d) without prejudice to the Contracting Entity's right to reject the Tender, request that the Tenderer amend, clarify or amplify their Tender in writing;
- e) without prejudice to the Contracting Entity's right to reject the Tender, waive a requirement which, in the opinion of the Contracting Entity, is minor, procedural or non-material; and/or
- f) without prejudice to the Contracting Entity's right to reject the Tender, amend the relevant requirement of the RFT and invite the other Tenderers to adjust their respective Tenders on the basis of such revised requirement.

3.2 Award Criteria

3.2.1 Subject to compliance with paragraph 3.1.1 and as provided herein, the selection of the Most Economically Advantageous Tenderer will be determined in accordance with the award criteria referred to below and as further detailed in the Award Criteria Response Document.

Award Criteria		Maximum Marks Available	Minimum Requirements
Reference	Quality		
Award Criteria Response Document - Section 2	Mobilisation and Operational Commencement Requirements	Pass/Fail	Compliance Mandatory
Award Criteria Response Document - Section 2	Mobilisation Plan	Pass/Fail	Compliance Mandatory
Award Criteria Response Document - Section 2	Agreement to KPI Framework	Pass/Fail	Compliance Mandatory
Award Criteria Response Document - Section 2	Technical Information	Pass/Fail	Compliance Mandatory
Award Criteria Response Document - Section 2	Operating Agreement and Business Transfer Agreement	Pass/Fail	Compliance Mandatory
	Financial		
Financial Proposal Response Document	Minimum Annual Guarantee	40	n/a
Financial Proposal Response Document	% Annual Gross Turnover	60	n/a
		Total 100	

If a Tenderer fails to satisfy any single mandatory requirement in any of these sections, it will be eliminated from the Competition.

3.3 Financial

3.3.1 The Contracting Entity requires Tenderers to submit their Tender for a maximum term of 7 years (3 years with an option to extend for 4 further 12-month periods). A **Financial Proposal Document** has been provided as part of the tender pack. The Tenderers must complete this template as part of their Tender. The **"Operating Fee"** payable to the Contracting Entity, in any given year of the Operating Agreement, will be the higher of:

1. Percentage of Gross Turnover for the relevant Operating Agreement Year as specified in Schedule 2 of the Operating Agreement ("**Percentage Sum**"); or
2. Minimum annual amount payable by the Successful Tenderer to the Contracting Entity as specified in Schedule 2 of the Operating Agreement (the "**Guaranteed Annual Minimum Sum**" or "**GAMS**").

For the purposes of the financial evaluation of the GAMS, the Contracting Entity will evaluate the Tenders based on the 7 years of the term. Both the Percentage Sum and GAMS will be subject to financial evaluation, as specified in the Financial Proposal Document table. A total of a hundred (100) marks are available for financial criterion.

3.3.2 For this criterion, Tenderers must tender an Operating Fee for the relevant Operating Agreement Year they will pay to the Contracting Entity, for each year of the Operating Agreement. Operating Fee is the Operating Fee submitted by the relevant Tenderer in each case.

3.3.3 The Percentage Sum of the Operating Fee offered for each year must meet the following criteria:

1. be to a maximum of 1 decimal place;
2. be the same for each year; and
3. the percentage must be no lower than 25% in accordance with the Financial Proposal Document

The maximum marks available will be allocated to the valid Tender showing the highest percentage of the Operating Fee payable. All other valid Tenders will be marked relative to the highest valid Tender using the formula $MA \times (T/HT) = M$ where HT = highest percentage of the Operating Fee offered by a valid Tender (or substituted by the Contracting Entity as detailed above); MA = marks available; T = average percentage of turnover offered by the valid Tender being evaluated (or substituted by the Contracting Entity as detailed above); and M is the marks awarded.

3.3.4 Abnormally high or low amounts: Tenderers must not use abnormally high or low rates or prices or include abnormally high or low figures in any Tender. If, in the Contracting Entity's opinion, the overall tendered amount or any amount contained in the Tender is abnormally low or abnormally high, in accordance with

Regulation 93 of S.I. No. 286/2016 – European Union (Award of Contracts by Utility Undertakings) Regulations 2016, the Contracting Entity may require the Tenderer to provide further written details of the constituent elements of the relevant figures or any other information which the Contracting Entity considers relevant. Any failure to provide such information, where requested, may exclude the Tenderer from further consideration. If, having considered the information provided, the Contracting Entity is of the view that any amount contained in the Tender is abnormally low or abnormally high, the Contracting Entity may reject the Tender.

- 3.3.5 For this criterion, Tenderers must propose a GAMS in euro payable to the Contracting Entity for year 1 to year 7 with years 4, 5, 6 & 7 only applicable where the Contracting Entity extends the term of the Operating Contract beyond the 3-year base term.
- 3.3.6 Marks shall be awarded based on the net present value of the GAMS offered by the Tenderer for year 1 to year 7. The valid Tender with the highest net present value of GAMS for year 1 to 7 will be allocated the maximum marks available for this criterion. All other Tenders will be marked relative to the highest valid Tender using the formula $MA \times (T / HT) = M$ where MA = marks available; T = Value of Tender being evaluated; HT = Value of highest valid Tender; and M is the marks awarded.
- 3.3.7 In each year, the GAMS included in the Tender must be a minimum of 80% of the Percentage Sum of the Operating Fee payable for that year, determined by the turnover projections prepared by each Tenderer in the spreadsheet template and the percentage of the Percentage Sum of the Operating Fee offered under the Percentage Sum criterion. For example, if a Tenderer offers a 25% Percentage Sum and annual turnover projection is €20m, the GAMS must be a minimum of 80% of (25% of €20m), namely €4m. In the event that any Tenderer does not comply with this rule in their Tender, the Contracting Entity may reject the Tender.

3.5 SUCCESSFUL TENDERER

- 3.5.1 The Total Cost Score for each Tenderer that satisfies the mandatory quality requirements and achieves the minimum scores and is otherwise compliant will be aggregated to generate a **Total Weighted Score** out of 100. The Tenderer who achieves the highest Total Weighted Score will be determined to have submitted the Most Economically Advantageous Tender and will be designated the "**Successful Tenderer**".
- 3.5.2 No commitment of any kind, contractual or otherwise shall exist unless and until a written contract has been established by or on behalf of the Contracting Entity. Any award of notification of Successful Tenderer status to a Tenderer shall not give rise to any enforceable rights by that Tenderer. The Contracting Entity may cancel this competition at any time prior to a written contract being established

by or on behalf of the Contracting Entity. The Contracting Entity does not bind itself to accept the lowest priced or any Tender.

3.5.3 The actual award of a Contract to the Successful Tenderer (as determined by paragraph 3.5.1), will be conditional upon:

- a) if required, any additional evidence of financial standing (e.g. evidence of required insurances) or technical ability being produced (e.g. satisfactory references pursuant to Part F (Technical Ability) of the Qualification Response Document); and
- b) evidence of tax clearance being provided or obtained; and
- c) sworn versions of the *Declarations of Personal Circumstances* provided in response to Part E (Eligibility) of the Qualification Response Document

within seven (7) days of notification by the Contracting Entity (or such longer period as the Contracting Entity permits).

3.5.4 If the Successful Tenderer is unable to satisfy the requirements in paragraph 3.2.1, the Contracting Entity reserves the right to eliminate it from the competition and appoint the next highest-ranking Tenderer as the Successful Tender, in which case the process set out in paragraph 3.5.4 will be repeated.

3.6 Standstill Period

3.6.1 No contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of an award decision ("**Standstill Period**"). The Successful Tenderer will also be notified of the decision of the Contracting Entity and of the expiry date of the Standstill Period.

3.6.2 Tenderers should note that the Contracting Entity may, when notifying unsuccessful Tenderers of the results of this Competition, include the scores obtained by the unsuccessful Tenderer concerned and the scores obtained by the successful Tenderer in respect of each award criterion assessed by the Contracting Entity.

3.7 Return of Signed Contracts

3.7.1 The Successful Tenderer must sign and return the Contracts and (if required) the Confidentiality Agreement, to the Contracting Entity no later than ten (10) business days from the date of issue unless notified otherwise in writing. The signed Contracts returned by the Successful Tenderer are not binding on the Contracting Entity or other counterparties until they have signed the Contracts in accordance with paragraph 2.1.3 above. Where the signed Contracts and the Confidentiality Agreement have not been received by the Contracting Entity within the period as specified above then the Contracting Entity may proceed (but shall not be obliged) to award the Contracts to the next highest-ranked Tenderer.