

Section A : Information and Guidance Notes for Applicant

Pre-Qualification Information

For

Service Provider to provide Commercial Services pursuant to a framework agreement.

The questionnaire should be completed and returned in accordance with the attached information and instructions

Questionnaire No. :	684967-2026
Contracting Entity Reference :	TR5946
Date Issued :	05/10/2026
Return Completed Version by :	09/11/2026 at 2pm
Email Address :	eTenders

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SECTION A: INFORMATION AND GUIDANCE NOTES FOR APPLICANT

A.1 INTRODUCTION

Electricity Supply Board ('**ESB**'), the Contracting Entity¹, has published a Contract Notice in the OJEU, and the eTenders website, regarding a framework agreement for Commercial Services – TR5946.

ESB was established in 1927 as a statutory corporation in the Republic of Ireland under the Electricity (Supply) Act 1927. With a holding of approximately 97.1%, ESB is majority owned by the Irish Government. The remaining approximate 2.9% is held by the trustees of an Employee Share Ownership Plan.

As a strong, diversified, vertically integrated utility, ESB operates right across the electricity market: from generation, through transmission and distribution, to supply. In addition, ESB extracts further value at certain points along this chain: supplying gas, using our networks to carry fibre for telecommunications, developing electric vehicle public charging infrastructure and more.

ESB is a leading Irish utility focused on providing excellent customer service and maintaining our financial strength. We have a regulated asset base of approximately €12 billion with 30% of electricity generation capacity in the all-island market. We currently supply electricity to approximately 2.5 million customers throughout the island of Ireland. ESB Group employs approximately 10,000 people.

ESB's strategy, '*Driven to Make a Difference: Achieving Net Zero by 2040*' includes a clear direction to take action and exercise leadership in sustainability. Our strategy sets a clear pathway to achieve net zero emissions in a way that supports our customers and ensures ESB's continued growth. ESB are committed to leading the transition to a reliable and affordable net zero future.

ESB seeks to purchase supplies, services and works that are produced or delivered in a manner that has the most positive environmental, social and economic impacts possible over their entire lifecycle. ESB procurement processes will be aligned with the standards from ISO20400, Sustainable Procurement.

ESB have created a Sustainability Leadership Plan which sets out our ambitions and the actions we will take as they relate to the three pillars of sustainability - People, Planet and Place.

Full details of ESB's Sustainability Leadership Plan can be viewed here: [ESB Sustainable Leadership Plan](#). ESB requires that the successful Contractor emerging from the Procurement process be familiar with our Sustainable Leadership Plan.

ESB is a founding member of the Irish Supply Chain Sustainability School. The school's aim is to support and develop skills and knowledge in sustainability in the built environment.

Further details can be found here: [Supply Chain Sustainability School Ireland](#).

Further information about ESB can be accessed by clicking on the following link: <https://www.esb.ie/who-we-are/about-esb>

¹ Defined terms used in this PQQ are set out in Section A.1.5 (*Definitions*).

A.1.1 General Description of the Proposed Contract

The Contracting Entity intends to procure a multi-supplier Framework Agreement for the provision of Commercial Services to support the delivery of ESB's extensive capital programmes. The Framework will provide the availability of Commercial Services to all areas of the ESB Group.

It is proposed that the Contract will include (non-exhaustive list – high level scope):

Quantity Surveying

- Life Cycle Cost Services
- Cost intelligence
- Preliminary Cost services
- Cost Planning & Budgeting Services
- Tender Preparation Services
- Commercial Advice Services
- Documentation Services
- Measurement and Quantification Services, including quantity take-offs, preparation of Bills of Materials, measurement of completed works, and quantification of construction activities for cost estimating, tendering and valuation purposes
- Valuation Services
- Claims management
- Agreement of Final Account
- Preparation of interim and final payment recommendation services
- Lessons learned
- Other associated services that is relevant to Quantity Surveying and Cost Management

Tender Support

- Market Engagement
- Contract and Commercial Support Pre-Contract Award
- Documentation and reporting
- Assessment of Qualifications and Tenders
- Post Tender Support
- Quality checking
- Lessons learned
- Other associated services that is relevant to Tender Support

Contract Management Services

- Contract and Commercial Support Pre-Contract Award
- Engineers/Employers Representative under FIDIC contracts or similar type construction contracts
- Contractor notifications
- Review contractor programmes
- Managing contract administrative notices including instructions, determinations, certifications, consents, instructions, proposals, requests for tests etc.
- Reviewing and approving contractor documents and records
- Assist QS in quantifying progress and measurements for interim and final accounts.
- Support QS in assessing and making fair determination of variations for additional costs and time
- Assist in determining reductions in the Contract price for unremedied defects or damage.
- Extension of Time (EOT) Assessment
- Issuing and signing of Payment Certificates.
- Issuing Taking-Over Certificates.
- If required, issue the Performance Certificate.
- Physical inspections in respect of determining claims and witness testing of the works.
- Issuing notices to correct failures.
- Adjudication/arbitration preparation
- Commercial negotiation support
- Attend and contribute to site meetings and progress meetings.

- Other associated services relevant to contract management services

Strategic Commercial Support

- Modelling of CAPEX performance, cost and risk forecasting
- Strategic support relation to regulatory price review processes (PR6, PR7 etc.)
- Programme controls and management support
- Stakeholder mapping and management
- Governance support for internal and external stakeholders
- Strategy road mapping
- Project and portfolio management benchmarking
- Commercial reporting and analysis
- Risk based project reviews
- Development of standards, templates and procedures
- Lessons learned
- Other associated services relevant to strategic commercial support

A.1.2 Duration

At the date of issuing this PQQ it is envisaged that the duration of this framework is five (5) years with an option to extend, at the Contracting Entity's discretion, for a further period or periods of up to three years, in increments of two plus one-year basis (i.e. for a further 2+1 years), subject to satisfactory performance review and Contractor's agreement.

A.1.3 Form of Contract

The Contracting Entity is preparing a draft contract and schedules that will be provided to the pre-qualified and short-listed Applicants at the next stage of the Procurement process i.e. the Request for Tender stage. The Contract will set out the terms and conditions pertaining to the technical, commercial, financial, safety and legal requirements for the *services*.

The *services* will be procured utilising bespoke terms and conditions based on the form of contract, as will be amended for the purposes of this particular work scope and as required by the Contracting Entity.

A.1.4 Important Note and Disclaimer

The description and information set out above in this section A.1. (*Introduction*) is for information only and your attention is drawn to the disclaimers in this regard set forth in section A.4 (*Procurement Rules – General*) hereof. The description and information is intended to give Applicants a high-level overview of the proposed scope of work, but it is preliminary and indicative only. It does not purport to contain all the information that an Applicant may require in connection with the Project. It will be superseded by the detailed specific information that will be set out in the Request for Tender documents that will be issued to the pre-qualified and short-listed Applicants arising out of this PQQ.

A.1.5. Definitions

For the purposes of this Pre-Qualification Questionnaire, the capitalised words and expressions that follow have the meanings hereby assigned to them unless the context specifically requires otherwise. It should also be noted that references to the singular include the plural and vice versa.

Where there is a reference to compliance with legislation, standards, rules, notices or authorities which apply in the Republic of Ireland, these shall be deemed to include references to the equivalent legislation, standards, rules, notices or authorities in the jurisdiction in which the Applicant or Applicant Member operates.

Applicant means the person or persons (including where the Applicant is a Consortium) that has or have applied to the Contracting Entity by submitting a PQQ Response. For clarity, the Applicant must be the same legal person or persons, firm or company that is intended to enter into the Contract in the event that the Applicant is successful in the Procurement process;

Applicant Member means, in the case of an Applicant which is a Consortium, each of those persons, firms or companies that are considered to form part of the Consortium (including Shareholders in the case of an incorporated Consortium) as set out in the Applicant's Response;

Consortium means a consortium, joint venture or group of two or more legal persons, acting jointly and submitting a single application (and the term 'Consortia' shall be construed accordingly);

Contract means the framework agreement to be entered into by the Contracting Entity and the Contractor for the Project;

Contracting Entity means Electricity Supply Board ('ESB'), a statutory corporation having its principal place of business at 27 Fitzwilliam Street Lower, Dublin 2, which expression shall include any of its assignees or transferees in the event that the Contracting Entity, at its discretion, assigns or transfers the Procurement to any of its affiliated companies;

Contract Notice means the contract notice published in the OJEU and on the eTenders website eTenders.gov.ie in respect of this Procurement;

Contractor means the legal entity with which the Contracting Entity will ultimately contract; In this Pre-Qualification Questionnaire the use of the word 'Contractor' should be interpreted as meaning supplier, service provider, consultant or contractor, as appropriate;

Data Protection Laws means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Data Protection Act 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time;

Entity Being Relied Upon means any person or entity on whose resources the Applicant or any Applicant Member is or will be relying for the purpose of responding to this PQQ;

ESB means Electricity Supply Board, a statutory corporation, having its principal place of business at 27 Fitzwilliam Street Lower, Dublin 2;

"Insurer(s)" for the purpose of section B.3 means insurers or insurance brokers authorised by the relevant competent authority to underwrite that line of business in Ireland and which have a Standard & Poor's (or equivalent) credit rating of at least A- (or equivalent);

Lead Consortium Member means, where the Applicant is a Consortium, the Applicant Member nominated in section B.1.4 as Lead Consortium Member;

OJEU means the Official Journal of the European Union;

Pre-Qualification Questionnaire or **PQQ** means this pre-qualification questionnaire that is issued by the Contracting Entity to pre-qualify and short-list the Applicants who will then be issued with an Request for Tender (together with any written clarifications issued by the Contracting Entity in respect of the PQQ);

PQQ Response Deadline means 14.00 GMT on 9th November 2026 being the deadline for the receipt by the Contracting Entity of PQQ Response;

Preferred Tenderer means the tenderer selected or provisionally selected from the Request for Tender process;

Procurement means this procurement pursuant to the OJEU Contract Notice which includes the entire negotiated process;

Project means the Framework Agreement for the provision of Commercial Services to support the delivery of ESB's extensive capital programmes as described in Section A.1 (*Introduction*);

Project Characteristics means the Project characteristics set out in section B.9.2.;

Request for Tender or **RFT** means the request that will be issued by the Contracting Entity to the pre-qualified and short-listed Applicants following this pre-qualification stage of the Procurement process, to submit a detailed tender (together with any written clarifications and/or other information made available by or on behalf of the Contracting Entity in respect of the RFT);

Response or **PQQ Response** means an application for pre-qualification submitted in response to the Contract Notice and the PQQ including any clarifications requested from, and submitted by, the Applicant;

SH&W Legislation means the Safety, Health & Welfare at Work Act 2005 as subsequently amended, modified or replaced and the Safety, Health & Welfare at Work (Construction) Regulations 2013 (S.I. No. 291 of 2013) as amended, modified or replaced, and all regulations issued under the 2005 Act or otherwise in connection with health and safety;

Shareholders means those persons or companies who are or will be shareholders in the Applicant, and for the avoidance of doubt, a Shareholder may also be an Applicant Member;

Small and Medium-sized Enterprise (SME) means as follows:

- a small enterprise is as an enterprise that has fewer than 50 employees and has either an annual turnover and/or an annual balance sheet total not exceeding €10m,
- a medium enterprise is as an enterprise that has between 50 employees and 249 employees and has either an annual turnover not exceeding €50m or an annual balance sheet total not exceeding €43m;

Subcontractor means those sub-contractors and any successor or assignee thereof who is employed or will be employed by the Contractor pursuant to the relevant clauses in the Contract.

A.2 PURPOSE OF THE PQQ

This Pre-Qualification Questionnaire constitutes an integral part of the Contracting Entity's Procurement competition. The purpose of this PQQ is to assess the suitability of the Applicants, and to pre-qualify Applicants with the required capability to successfully deliver the Contracting Entity's Contract requirements. The information provided in response to this PQQ by Applicants, will be evaluated by the Contracting Entity and its advisers in accordance with the criteria set out in the PQQ, and those Applicants who are pre-qualified and at this pre-qualification stage, will then be invited to participate in the competitive tendering stage.

The Contracting Entity will, in the Procurement process, be following the negotiated procedure as outlined in the OJEU Notice and the Contract will be awarded on the basis of the most economically advantageous tender (MEAT). For clarity, the Contracting Entity is applying rules and criteria for selection as are set out in this PQQ and not the criteria set out in the EU (Award of Public Authority Contracts) Regulations 2016.

Applicants who fail any of the pass/fail criteria will not be eligible to be evaluated under the qualitative criteria, will not progress further in the Procurement process and will be eliminated.

A.3 SUMMARY OF ANTICIPATED PROCUREMENT PROCESS AND INDICATIVE TARGET DATES/TIMETABLE

Outlined below is the anticipated Procurement process and timeline ('**Timetable**'). Applicants should note that the timescales shown are indicative only and are subject to change at the Contracting Entity's sole discretion. A more detailed Timetable will be included in the Request for Tender. Without in any way limiting, or intending to limit, the Contracting Entity's discretion, it is currently intended that the Procurement process will proceed as follows:

Date/Calendar Quarter	Procurement Stage
05/10/2026	OJEU Contract Notice published and PQQ available for issue on request
23/10/2026 (14:00)	Final date for receipt of pre-submission queries from potential Applicants on the OJEU Notice and the PQQ (' Queries Deadline ')
09/11/2026 (14:00)	<u>Final date for the submission of the PQQ Response by Applicant</u> ('PQQ Response Deadline')

A.4 PROCUREMENT RULES - GENERAL

In submitting a Response to this PQQ, it will be deemed by the Contracting Entity, that each Applicant fully understands and accepts all the provisions of this PQQ including these rules. It is each Applicant's responsibility to ensure that any Consortium Member, sub-contractor and respective adviser abides by these rules.

a) Full and True Disclosure of Information

Applicants who wish to be considered for inclusion on the Contracting Entity's tender list of pre-qualified and short-listed candidates are required to complete this PQQ in full, honestly disclosing all relevant and up to date information.

Please note that only the information requested and furnished in this PQQ (or in subsequent clarifications in accordance with section A.8 (*Post Submission Clarifications*)) will be evaluated. Responses should include sufficient detail to allow an objective and full evaluation of the application to be carried out and should be a full and true disclosure of relevant information. Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account in the evaluation process. Applicants are permitted to add additional lines to the pro-forma tables and boxes set out within the PQQ if required but are not permitted to amend any other parts of the PQQ.

b) Language

The PQQ shall be completed in English.

c) Financial Information

All financial information shall be denominated in euro (€), except where 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. In such cases the Applicant

must also include a conversion of such figures into euro (€) using the exchange rate applicable at the deadline for PQQ submission. Applicants should determine the exchange rate to be used for currency conversion from www.oanda.com and should include a conversion print out for verification in their Response to the PQQ.

d) No Collusion

Any attempt by Applicants or their advisers to influence the contract award process in any way may result in the Applicant being disqualified. Specifically, Applicants shall not directly or indirectly at any time:

- Devise or amend the content of their Response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, or provider of finance;
- Enter into any agreement or arrangement with any other person as to the form or content of any other Response, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Response;
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Response.

e) Confidentiality

This PQQ and all information provided by the Contracting Entity pursuant to this PQQ, is furnished for the purpose of responding to this PQQ. Applicants shall ensure that it shall not be used, communicated, reproduced or published for any other purpose or forwarded to any third party other than on a confidential and a strict need to know basis to those with whom the Applicant needs to consult for the purpose of preparing or submitting its Response. Applicants must procure that their personnel and all other of their employees and advisers having access to such information are subject to the same rules as set out in this paragraph and must take all reasonable steps to ensure that its personnel, employees and advisers are made aware of and comply with such rules.

Applicants should note the requirements of the Contracting Entity (or of its subsidiaries and affiliates) to be compliant with applicable transparency obligations and legal requirements (including but not limited to the EU (Award of Contracts by Utility Undertakings) Regulations 2016, EC (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010 to 2015, Freedom of Information Act 2014 ('FOI Act') or European Communities (Access to Information on the Environment) Regulations 2007 to 2011, to the extent each or any of these are applicable), whereby the Contracting Entity may be required to publish, give notice of, reveal or otherwise disclose all or any part of any information arising from this Procurement process, and the Contracting Entity's right to circulate additional information (whether in response to a query or otherwise) pursuant to section A.6 (*Pre-Submission Queries*) of this PQQ.

f) Applicable Law

Irish law is applicable to this PQQ. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from the PQQ. Applicants must be prepared to contract under Irish law.

g) Costs

No liability will be accepted for an Applicant's costs in connection with this Procurement procedure, including (without limitation) the preparation of Responses to this PQQ, irrespective of the outcome, and whether or not the procedure is cancelled or postponed.

h) Disclaimer

The Contracting Entity does not warrant or represent that this PQQ document, or any other information given to an Applicant, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this document, or in any other information given to Applicants. Applicants are responsible for obtaining their own taxation, legal, technical and other appropriate advice, and undertaking their own due diligence in relation to this Procurement, at their own cost and expense.

i) No Contract

No information contained in this document or in any communication made between the Contracting Entity and any Applicant in connection with this PQQ shall be relied upon as constituting a contract, or part of a contract, or an offer to make a contract. There will be no contract between the Contracting Entity and any Applicant (save for in respect of the Applicant's confidentiality obligations pursuant to section A.4(e) (*Confidentiality*) or A.4(q) (*Publicity*) of this PQQ) unless and until a contract is finally and formally concluded at the end of the Procurement process for the specified supplies, services and/or works and any conditions precedent to such contract's effectiveness have been fulfilled. The Contracting Entity has no obligation to enter into a contract with any Applicant or tenderer.

j) The Contracting Entity's Rights

Without limiting its discretion to take any step permitted by law, the Contracting Entity reserves the right (but is not obliged) to: (i) change without notice the basis of, or the procedures (including the indicative target dates or Timetable) for, the selection process or Procurement process; (ii) seek clarification or documents in respect of a PQQ Response; (iii) disqualify any, or all, of the applications; (iv) amend the PQQ, its requirements and any information contained herein at any time by notice, in writing, to the Applicants, (v) not invite an Applicant to proceed further in the Procurement process; (vi) disqualify any Applicant that is guilty of serious misrepresentation in relation to its PQQ Response, (vii) withdraw the PQQ at any time, or to re-invite Responses on the same or any alternative basis, (viii) re-start any stage of the Procurement process, (ix) to terminate the Procurement process at any time (or, for the avoidance of doubt, cancel any individual Lot(s)), (x) choose not to award any contract as a result of the Procurement process.

k) Changes

Following the submission of its PQQ Response, an Applicant may not make any changes to its information set out in the Response without the consent of the Contracting Entity. The Contracting Entity may decide, at its discretion, whether to accept or reject the change.

If, as a result of a change in circumstances or otherwise, any information given by an Applicant to the Contracting Entity, including in its PQQ Response, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Applicant must so inform the Contracting Entity as soon as it becomes aware of this. If appropriate, the Applicant may make a request to change information in its Response. The Contracting Entity may at its discretion decide whether to accept or reject the change.

If at any time it comes to the Contracting Entity's attention that:

- there has been a change in circumstances concerning an Applicant that could affect the Contracting Entity's evaluation of that Applicant's Response or the Contracting Entity's decision to pre-qualify the Applicant; or
- information submitted by an Applicant was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading,

the Contracting Entity may (but is not required to) revise its evaluation of the Applicant's Response on the basis of the information then available to the Contracting Entity.

l) Canvassing

Any attempt by an Applicant or its adviser to inappropriately influence the selection process in any way will result in the Applicant's Response being disqualified. Any direct or indirect canvassing by Applicants or their advisers in relation to this Procurement or any attempt to obtain information from any of the employees or agents of the Contracting Entity concerning another Applicant may result in disqualification at the discretion of the Contracting Entity.

m) Verification

Responses are submitted on the basis that each Applicant consents to the Contracting Entity carrying out any necessary actions to verify the information that the Applicant has provided. The Contracting Entity may (but is not obliged to), in order to verify information provided in a PQQ Response, contact and visit Applicants and any of or all of their Applicant Members, and/or any Entity Being Relied Upon and/or referees which might be provided in the Response and may conduct any investigations (either itself or through such third parties as it may, at its discretion, consider appropriate) it considers necessary in connection with PQQ Responses, including by reference to information independently sourced from the market or otherwise. The Applicants, Applicant Members and Entities Being Relied Upon, must facilitate same, upon request.

n) Conflict of Interest

Any conflict of interest or potential conflict of interest relating to the Applicant, any Applicant Member, any Entity Being Relied Upon or any of the advisers of such persons must be fully disclosed to the Contracting Entity as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Entity shall, at its discretion, decide on the appropriate course of action.

o) Applicant Eligibility

Applicants should note that the Pre-qualification Questionnaire eligibility and other requirements set out herein apply to the Procurement at all times (including the Contract award stage and during Contract performance). The Contracting Entity reserves the right, at its discretion, to re-assess the eligibility, financial standing, experience and technical capability of any Applicant (or Applicant Member) and other requirements, at any stage(s) throughout this Procurement and Contract performance, to ensure that the Applicant continues to remain eligible and have the requisite requirements for the Contract.

Without prejudice to the generality of the foregoing, if the Applicant (or parent company guarantor) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, has an examiner appointed, compounds with its creditors or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which under applicable laws has a similar effect to any of these events or acts, it may result in the Applicant being disqualified from any further participation in the Procurement process irrespective of the progress of the Procurement process.

The Contracting Entity reserves the right to seek additional contractual and commercial safeguards in the event that the financial position of the Applicant deteriorates. The Contracting Entity also reserves the right not to award the Contract to a tenderer in such circumstances.

p) Publicity

No publicity in relation to the proposed Contract or the Procurement in general is permitted unless and until the Contracting Entity has given express prior written consent to the relevant communication. In particular, no statement should be made to the press or other similar organisations regarding the nature of any Response without the express written consent of the Contracting Entity. The Contracting Entity retains the right to publicise or otherwise disclose to any third party information in relation to the proposed Contract, the identity of Applicants or Applicant Members or the Procurement in general.

r) No Prior Knowledge

Applicants must not make assumptions that the Contracting Entity or any of its advisers has prior knowledge of their organisation or their service provision. Applicants will only be evaluated on the information provided in their PQQ Response (as may be clarified in accordance with the provisions of this PQQ).

s) Multiple Participation

Where any Applicant or Applicant Member wishes to participate in more than one PQQ Response for this Procurement, it must contact the Contracting Entity promptly to seek the Contracting Entity's consent. No Applicant may be involved with (including acting as adviser to an Applicant) more than one PQQ Response without the prior approval of the Contracting Entity. Applicants who wish to be involved with more than one application must notify the Contracting Entity at least 10 days prior to the PQQ Response Deadline and the Contracting Entity will take such steps as it considers appropriate, which may include prohibiting the Applicant from being involved with more than one application or making such involvement conditional on certain requirements being met.

t) Use of Standards

If reference is made in any of the Procurement documentation to a particular standard, make, source, process, trademark, type or patent, this is not to be regarded as a de facto requirement. In all cases it should be understood that the reference in question is accompanied by the words "or equivalent".

u) Retention of Documents

After the Procurement process is completed, the Contracting Entity will retain copies of all PQQ Responses and documentation received for such period as required in accordance with applicable laws.

v) Precedence of information in PQQ documents

If there is any discrepancy between information provided in the PQQ documentation and the information provided in the eTenders system (including any emails sent by the eTenders system), then the information provided in the PQQ documentation, including any clarifications subsequently issued by the Contracting Entity, shall have precedence. Without prejudice to the generality of the foregoing, in particular, all references to 'Contracting Authority' in the eTenders system and in any emails sent from the eTenders system should be replaced by 'Contracting Entity'.

A.5 APPLICANT COMPOSITION

A.5.1 Financial and Technical Resources and Security

By submitting a Response, the Applicant warrants, represents, confirms and agrees that it considers it has the necessary financial and technical resources to complete the Contract based on the information made available by the Contracting Entity at this pre-qualification stage.

Without prejudice to the above, the Contracting Entity reserves the right at its discretion to require the successful Preferred Tenderer to procure the provision to the Contracting Entity in respect of delivery of the Contract of:

- (i) a parent company guarantee or other form of financial security from a parent company or other Applicant Member, including any Entity Being Relied Upon (if applicable);
- (ii) a resource availability agreement in respect of resources being provided by any Entity Being Relied Upon;
- (iii) collateral warranties from any or all of its Subcontractors, or Applicant Members; and/or
- (iv) other suitable security arrangements;

to the satisfaction of the Contracting Entity.

The Contracting Entity will set out its requirements in this regard in the RFT documents. By submitting a Response to the PQQ, each Applicant warrants, represents and undertakes to the Contract Entity that they can comply, or procure compliance as the case may be, with the requirements above upon request by the Contracting Entity.

Subject to the limitations set out in the PQQ with regard to certain criteria, the Applicant, and where a response is required from an Applicant Member, any Applicant Member may rely on the resources of an entity or entities in order to meet the requirements of this RFT, except where prohibited by the terms of this RFT.

Where an Applicant (or any Applicant Member) relies 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 establish to the Contracting Entity's satisfaction that it has available to it the resources of that Entity(ies) Being Relied Upon (for example, by providing a letter from each such Entity Being Relied Upon confirming that it will provide the necessary support). Such letter of support must confirm that the Entity Being Relied Upon for the purposes of qualification will provide such support including for example the appropriate guarantee or other security evidencing their support at contract award stage, in form and substance acceptable to the Contracting Entity. The Contracting Entity reserves the right to require any form(s) of support including financial guarantee, etc. to be procured by the Applicant/ Applicant Member.

A.5.2 Consortium Applicants

Applicants for qualification may include individuals, partnerships, companies, groupings or any combination of the foregoing. If an Applicant completing this PQQ is doing so on behalf of a Consortium, full details of the Consortium must be provided.

The Applicant must also specify: (i) the nominated lead Applicant Member for the Consortium ('**Lead Consortium Member**'); and (ii) the role of each Applicant Member. The Applicant must specify in its PQQ Response the commercial and legal relationship amongst its members and any agreements giving effect to same.

While an Applicant is not required to take a particular legal form for the purpose of participating in this Procurement process, the Contracting Entity may, at its discretion and in particular, require the Applicant to contract:

- on the basis of joint and several liability amongst each of the Applicant Members;
or
- with a particular single Applicant Member of the Applicant as the prime contractor (with some or all of the Applicant Members providing collateral warranties and/or guarantees);
or
- as an incorporated or unincorporated special purpose vehicle (with guarantees from the other Applicant Members and/or collateral warranties from the other Applicant Members);

and in any event in a manner and on terms satisfactory to the Contracting Entity.

Lead Consortium Member: The nominated lead Consortium Member shall be authorised by all Applicant Members to act as the Applicant lead and primary contact point for the purposes of the Procurement.

A.6 PRE-SUBMISSION QUERIES

Applicants may not address queries to, or communicate with, the Contracting Entity or the Contracting Entity's consultants or contractors in relation to the Contract Notice or the PQQ other than in the manner provided in this section.

Each Applicant must fully satisfy itself as to the nature and requirements of the PQQ. If an Applicant considers that any aspect of the Contract Notice or the PQQ is not clear or is ambiguous, contains errors, or the Applicant has any queries regarding the scope of the proposed Contract, the manner in which the evaluation will be undertaken or how any of the selection criteria or other requirements will be applied, this must be raised with the Contracting Entity in accordance with this section A.6 (*Pre-Submission Queries*).

All final queries and questions should be **submitted via the eTenders website**, to be received no later than the Queries Deadline (specified in section A.3). Replies provided by the Contracting Entity will be made available to **Applicants (via eTenders website)** as soon as possible. The Contracting Entity will use reasonable endeavours to respond to queries received before the deadline above. The Contracting Entity may, at its discretion (but shall not be obliged to) respond to queries received after this date and time.

In order to avoid the duplication of queries, Applicants should ensure that all queries are submitted by a single Applicant Member (i.e. the Lead Consortium Member).

Confidential Queries

If an Applicant believes a query and/or the response relates to a confidential aspect of its PQQ Response, it must mark the query as 'confidential'. If the Contracting Entity, at its discretion, is satisfied that the query and/or its response should be properly regarded as confidential, the nature of the query and its response shall, subject to the following provisions, be kept confidential.

If the Contracting Entity is of the opinion that it would be inappropriate to answer the query/request on a confidential basis it will notify the Applicant and require the Applicant to either withdraw or reformulate the query or to raise any objection within two (2) days of such notification and state the grounds for its objection. If the Applicant does not withdraw or reformulate the query/request or raise any objection within the specified period, or the Contracting Entity is of the opinion that, notwithstanding the objection of the Applicant, the query/request is not confidential, the Contracting Entity may issue the query and its response to all of the Applicants.

Notwithstanding anything else in this PQQ, the Contracting Entity may, at its discretion, issue supplemental information to all Applicants at any time and for any reason (including in light of queries received, confidential or otherwise).

A.7 SUBMISSION OF COMPLETED QUESTIONNAIRES

The Questionnaire is attached in Section B hereto.

The PQQ sets out, in respect of each question, whether such question must be answered by:

- a) the Applicant as a whole;
- b) each Applicant Member; and/or
- c) any Entity Being Relied Upon.

Where a question is required to be answered by each Applicant Member and/or each Entity Being Relied Upon, the PQQ should be completed separately for each such Applicant Member and/or for each Entity Being Relied Upon, and submitted together with the other completed questionnaires as a single application. The PQQ Responses from each Applicant Member and each Entity Being Relied Upon will be evaluated as a single application (save where otherwise expressly provided).

For the pass/fail criteria, where a response is required to be completed separately by each Applicant Member and/or each Entity Being Relied Upon, such response shall be evaluated separately and each Applicant Member and/or Entity Being Relied Upon must pass the relevant pass/fail criterion for the Applicant to pass.

The Response should be clearly marked “**OJEU Notification for provision of Commercial Services to support the delivery of ESB’s extensive capital programmes -TR5946**”.

Completed PQQ Responses must be submitted in PDF format and in the English language, preferably in Arial Font size 11, via the Government eTenders website only (www.eTenders.gov.ie), not later than **the PQQ Response Deadline (specified in section A.3)**, except as may be otherwise notified by the Contracting Entity. PQQ Responses submitted by any other means will not be accepted and will be returned. However, in the event that an Applicant experiences genuine technical difficulties with the eTenders website then the Contracting Entity reserves the right to accept applications submitted by other means, such as by courier. Completed tenders preferably should be uploaded as a zip file to protect the integrity of the file names.

The Applicant is fully responsible for the safe and timely submission of the PQQ Response.

In the case of an application by a Consortium, the Contracting Entity will be entitled, for the purposes of the Procurement process, to communicate with the Applicant by communicating only with the Lead Consortium Member and each Applicant Member shall thereby be deemed to have been communicated with.

A.8 POST-SUBMISSION CLARIFICATIONS

The Contracting Entity reserves the right to require any of the Applicants to attend meetings and/or interviews in Dublin or by video conference or telephone. In such event, the Applicant will bear all its own costs and expenses in attending any such meeting.

Applicants should note that the Contracting Entity may elect to hold such meetings and/or interviews with only those Applicants which the Contracting Entity considers, at its discretion, it necessary to do so.

If a Response fails to comply in any respect with any requirements of the PQQ (whether or not stated to be mandatory or similar) or the Contracting Entity considers it to be ambiguous or require clarification or amplification in any respect, the Contracting Entity may (but it is not obliged to) and, subject to applicable law, take such action as it considers appropriate in a given case, including (but not limited to):

- (1) disqualify the relevant Response as non-compliant;
- (2) without prejudice to the Contracting Entity’s right to disqualify the Response:
 - (i) query and/or seek clarification from the Applicant in respect of the relevant Response; and/or
 - (ii) request the Applicant to provide the Contracting Entity with information or items which have not been provided or have been provided in an incorrect form; and/or
 - (iii) waive a requirement or a failure within the Response which, in the opinion of the Contracting Entity, is not material; and/or
 - (iv) amend a requirement and request all Applicants to submit revised or additional Responses on the basis of the amended requirements.

The Contracting Entity’s decision as to whether a Response is compliant is final.

A.9 EVALUATION OF PQQ RESPONSES

For the avoidance of doubt, it is emphasised that the information requested in this PQQ is aimed at pre-qualifying Applicants for entry to the competitive tendering stage, i.e. RFT stage. Only at the said subsequent tendering stage will the pre-qualified and short-listed Applicants be invited to tender in response to the specific requirements of the proposed Contract in accordance with the award criteria specified in the tender documents.

Evaluation Stages

Without prejudice to the Contracting Entity's rights within this PQQ, Applicants' PQQ Responses shall be evaluated and short-listed as follows:

1. **Completeness:** Each Applicant's Response will be checked for completeness to ensure that each Applicant (including, if applicable, each Applicant Member and/or each Entity Being Relied Upon) has provided a complete Response to all questions and requirements contained in the PQQ and has submitted all necessary supporting documentation where required. Following any clarifications as described in paragraph A.8 (*Post-Submission Clarifications*) above, and at the Contracting Entity's discretion, the Contracting Entity may decide not to give further consideration to an incomplete Response, which will then be excluded from this Procurement process, and the Applicant will be notified accordingly;
2. **Compliance:** Responses which are not excluded from this Procurement process for incompleteness will be checked for compliance with the Contracting Entity's requirements. Non-compliant Responses will be dealt with in accordance with paragraph A.8 (*Post-Submission Clarifications*);
3. **Pass/Fail:** Responses which are not eliminated will be evaluated in accordance with the pass/fail requirements set out below. Applicants should note that, subject to A.8 (*Post-submission Clarifications*), a failure to meet any of the "pass/fail" requirements, will eliminate an Applicant from any further consideration for this Procurement process;
4. Applicants who pass the pass/fail requirements will have their PQQ Response evaluated and scored in accordance with the evaluation criteria set out in Section B.9 (*Experience and Technical Capability*).

For the avoidance of doubt, any one or more of the stages above may happen in sequence or concurrently.

Clarification

In accordance with section A.8 (*Post-Submission Clarifications*), the Contracting Entity may seek clarification or further information or both from one or more Applicants on their Response

Applicant withdraws or is excluded

If an Applicant who has prequalified and been short-listed in accordance with this section A.9 above, subsequently either withdraws or is excluded from the Procurement process, the Contracting Entity may, at its discretion and without any obligation whatsoever, invite the next highest scored Applicant, to enter into the Procurement process and to receive the RFT. In such circumstances the Contracting Entity will notify the affected Applicants accordingly and may amend the indicative Procurement Timetable.

A.10 PRE-QUALIFICATION EVALUATION TYPE TABLE

Below is the summary of the PQQ evaluation criteria and type.

Section	QUESTION/CRITERIA	Evaluation Type
B.1	Applicant Details, Employees/Resources, Group Company Details, Contact Details and Contracting Model	Information Only
B.2	Financial	Pass/Fail
B.3	Insurance	Pass/Fail
B.4	Requirements for Third Parties	Pass/Fail
B.5	Tax Clearance	Pass/Fail
B.6	Health & Safety	Pass/Fail
B.7	Environmental Management	Not used
B.8	Quality Assurance	Pass/Fail
B.9	Experience & Technical Capability	Pass/Fail
B.10	Eligibility	Pass/Fail

- *Information Only* - the information is required but will not be used for evaluation purposes;
- *Pass/Fail* – the information provided will be evaluated as pass/fail;
- *Qualitative* – the information will be evaluated and scored.