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| **Document Version** | **April 2025** |
| **Utilities Dynamic Market Title** | **Provision of Electricity for Scotland** |
| **Tender Reference** | **25/003** |

**ESTBALISHMENT OF A UTILITIES DYNAMIC MARKET – PARTICULARS DOCUMENT AND QUESTIONNAIRE**

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# PARTICULARS

# A. *CONTRACTING AUTHORITY AND DYNAMIC MARKET*

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| **A1** | **Contracting Entity** | GNI UK Limited |
| **A2** | **Tender Reference** | 25/003 |
| **A3** | **Procedure** | Establishment of a utilities dynamic market, in accordance with sections 34-40 of the Procurement Act 2023 (“**Dynamic Market**”) |
| **A4** | **Scope of Dynamic Market** | The objective of these Particulars and the Questionnaire is to qualify Applicants into membership of a Dynamic Market for the following: Provision of Electricity in Scotland for GNI UK at its compressor stations and gas installations in South-West Scotland (SWSOS) (and other locations in Scotland as per business requirements).  Membership of the Dynamic Market is subject to Applicants meeting the minimum requirements and minimum scores, as set out in these Particulars.  The details of how the Dynamic Market will operate are set out in Appendix 2 (Operation of the Dynamic Market).  Applicants should note that from time to time over the term of the Dynamic Market, the Contracting Entity, at its sole discretion (but without altering the overall nature or modify the conditions for membership of the Dynamic Market), may modify the Dynamic Market to reflect changes in its requirements. As soon as reasonably practicable after modifying the Dynamic Market, the Contracting Entity will publish a notice setting out the modifications made in accordance with section 39(4) of the Procurement Act 2023. |
| **A5** | **Term of the Dynamic Market** | The term is 10 years from the date of establishment until terminated by the Contracting Entity, with notice provided to all Qualified Applicants.  Applicants may apply for membership of the Dynamic Market at any stage by submitting to the Contracting Entity, a completed Questionnaire in the form set out at in Appendix 1 of these Particulars. |

## B SUBMISSION OF QUESTIONNAIRE

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| **B1** | **Date and Time** | **Deadline for Dynamic Market Responses for the Initial Competition**  The Contracting Entity has immediate requirements which may be tendered in the near future, through an Initial Competition.  Applicants who are interested in participating in the **Initial Competition** must submit their completed Questionnaire through the **eTenders system by 12:00hrs (local time) Thursday 29th May 2025**.  The Contracting Entity may, but shall not be obliged to, run an Initial Competition.  **Deadline for Dynamic Market responses**  Questionnaires can be submitted at any time while the Dynamic Market is open.  The Questionnaire must be submitted through the Irish eTenders system and the Contracting Entity will accept Questionnaires up to the closing date of this Dynamic Market on **12.00 hours local time on Friday 25th May 2035,** unless amended by way of clarification.    The Contracting Entity may, but shall not be obliged to, run an Initial Competition. |
| **B2** | **Submission of Questionnaire** | All submissions are electronic, as such NO paper copies will be accepted or read.  The completed Questionnaire must be **submitted** through the eTenders system (i.e. Applicants must press the **submit** button).  Applicants should ensure all attachments have been added before submitting.  Applicants should allow sufficient time to upload document(s). Applicants are advised that, depending on the size of the documentation, the submission/upload process may take some time.  Any technical problems with the eTenders system or questions of the functionality in the eTenders system should be directed to the eTenders helpdesk. Applicants should contact eTenders helpdesk either via email [irish-eproc-helpdesk@eurodyn.com](mailto:irish-eproc-helpdesk@eurodyn.com) or by phone +353 818 001 459 during office hours (09:00 – 17:00 Irish time). |
| **B3** | **Format of Questionnaire** | In order to avoid potential file corruption, file names must not exceed 21 characters.  The Contracting Entity is not responsible for corruption in electronic documents. Applicants must ensure that electronic documents are not corrupt.  All completed Questionnairesmust be compiled such that they can be read using PDF or Microsoft Office.  Please adhere to the structure of the Questionnaire for ease of evaluation. Each section requires a separate section clearly named by section name.  Policies & additional documentation can be annexed separately.  Please name all attachments according to the relevant section and question number, and a descriptive name.  The Contracting Entity reserves the right not to evaluate information provided unless clear and specific reference has been made to the question to which the information relates. |

## C. CLARIFICATIONS/QUERIES

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| **C1** | **Queries/Requests for Clarifications** | All queries relating to any aspect of this competition must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). For the avoidance of doubt, Applicants may not contact the Contracting Entity directly regarding any aspect of this competition.  Applicants should ensure that they register their interest in this competition, by clicking the “Accept” button on www.etenders.gov.ie, in order to receive all the responses to queries and other updates in relation to this competition.  Applicants are advised to clearly reference which section of the QSQ document their clarification is in relation too. |
| **C2** | **Final Time and Date for Receipt of Queries** | Queries must be submitted through the eTenders system **not later than 12.00hrs (Local Time) Thursday 17th May 2035**unless amended by way of clarification. |

D. **EXCLUSION CRITERIA AND CONDITIONS FOR MEMBERSHIP OF THE DYNAMIC MARKET**

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| **D1** | **Exclusion Criteria** | The Procurement Act 2023 provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Applicants must submit their own (and their Connected Persons) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.  Applicants will need to also share additional exclusions information for any suppliers that they are relying on to meet the conditions of membership. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are ‘Associated Persons’ and their exclusions information must be shared with the Contracting Entity. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP.  In addition to the sub-contractors who are being relied on to meet the conditions of membership (who are Associated Persons), Applicants will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.  The Contracting Entity will review the exclusions information via the CPD and will determine whether the Applicant or any Connected or Associated Persons is an “excluded supplier” or an “excludable supplier”, within the meaning of section 57 of the Procurement Act 2023. The Contracting Entity cannot admit excluded suppliers/Applicants with Associated Persons who are excluded suppliers to membership of the Dynamic Market. The Contracting Entity will consider whether to admit to membership any Applicant that is an excludable supplier (or in respect of which an Associated Person is an excludable supplier), and inform them of the outcome, together with reasons for the decision, as soon as reasonably practicable. |
| **D2** | **Conditions for Membership: Minimum Requirements** | It is a condition for membership of the Dynamic Market that Applicants meet the Minimum Requirements set out in the following questions of the Questionnaire:   * Question 13 – Financial Capacity (Turnover) * Question 14 - Financial Capacity (Insurance) * Question 15 a) – Legal Capacity (non-domestic electricity supply licence) * Question 15 b) – Legal Capacity (Conflict of Interest) * Question 16 – Health and Safety and Environmental (Compliance with the law) * Question 18 - Modern Slavery Statement (or equivalent statement/document)   Applicants must satisfy the above conditions for membership. |
| **D3** | **Conditions for Membership: Scored Requirements** | It is a condition for membership of the Dynamic Market that Applicants meet at least the minimum percentage set out in the table below for the following questions of the Questionnaire:   * Questions 17.1 – 17.3 - Environmental/Sustainability  |  |  |  | | --- | --- | --- | | Question | **Maximum Marks Available** | **Minimum percentage required** | | 17.1 – Green Products | 35 marks | N/A | | 17.2 – renewable energy sources | 30 marks | N/A | | 17.3 – Reporting | 35 marks | N/A | |  | 100 Marks = 100% | 50% |   Marks will be allocated based on the information and explanations provided in the Applicant’s completed Questionnaire. Each question will be scored 0-100% of the marks available for the question based on the following bands:   |  |  | | --- | --- | | **Score** | **Indicator** | | 90-100% | Excellent – response demonstrates exceptional evidence of capability | | 70-89% | Above Average - response demonstrates convincing evidence of capability | | 50-69% | Average – response demonstrates some capability | | 30-49% | Below Average - response lacks convincing evidence of capability | | 11-29% | A poor response - limited or poor evidence of capability | | 0-10% | Failed to address the question |   If the Applicant’s response to one of the above questions fails to meet the minimum pass mark, that Applicant may be excluded from further consideration. |

## E DEFINITIONS

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| **Applicant** | entities seeking these Particulars and membership of the Dynamic Market (sometimes, in these Particulars and Questionnaire referred to as “supplier”). |
| **Associated person** | a person the Applicant is relying on in order to satisfy the conditions of participation. |
| **Central digital platform** | The online system referenced in the Procurement Act 2023 and defined in the Procurement Regulations 2024 as the central digital platform. It is available at [www.gov.uk/find-tender](http://www.gov.uk/find-tender)  The central digital platform will enable:   * contracting authorities and suppliers to register and receive a unique identifier * contracting authorities to publish notices and other information as required under the Act for covered and below-threshold procurements * suppliers to submit and store certain core organisational information as required by the regulations to participate in a covered procurement. This information will only be available to those contracting authorities that a supplier chooses to share it with; it cannot be freely accessed * anyone to view the notices and access related public procurement data |
| **Connected Persons** | persons who exercise (or have a right to exercise) significant influence or control over the Applicant and those over which the Applicant exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. |
| **Contracting Entity** | the entity named in Item A1 of the Particulars. |
| **Core supplier information** | The core supplier information defined in the regulation 6(9) of the Procurement Regulations 2024 is divided into four key categories of information and covers (in summary):   * basic information – this includes (and is not limited to) the supplier’s name, unique identifier, address, VAT number (if applicable), legal form and date of company registration (if applicable), details of qualifications/trade associations and classification, for example whether the supplier is an SME and/or a public service mutual * economic and financial standing information – as set out in the supplier’s most recent financial accounts * connected person information – this includes (but is not limited to) information relating to relevant connected persons such as names, date of birth and nationality, service address and legal form * exclusion grounds information – this includes information relating to relevant convictions and events that form either a mandatory or discretionary exclusion ground under the Act |
| **Debarment** | Debarment is a mechanism under which a Minister of the Crown can put a supplier on the centrally-published debarment list. This must be following an investigation, whereby the minister is satisfied that a supplier is an excluded supplier or an excludable supplier and should be added to the debarment list.  Depending on why a supplier is on the debarment list, contracting authorities either must exclude them or may exclude them from procurements. The list will be managed by the Procurement Review Unit (PRU) and published on GOV.UK |
| **Excluded supplier** | A supplier is an ‘excluded supplier’ where the Contracting Entity considers, firstly, that a mandatory exclusion ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excluded supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a mandatory exclusion ground. |
| **Excludable supplier** | A supplier is an ‘excludable supplier’ where the Contracting Entity considers, firstly, that a discretionary exclusion ground applies to the supplier or an associated person and, secondly, that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A supplier will also be an excludable supplier where a Minister of the Crown has already determined this – i.e. where the supplier or an associated person is on the debarment list because of a discretionary exclusion ground. |
| **Exclusions** | The Procurement Act sets out a list of mandatory (schedule 6) and discretionary (schedule 7) exclusion grounds and places a duty on contracting authorities to consider both whether any of these apply to suppliers (including by virtue of a connected person), as well as whether the circumstances are continuing or likely to occur again. Contracting authorities must exclude an excluded supplier and may exclude an excludable supplier from procurements. |
| **Initial Competition** | the first competition, if any, which the Contracting Entity may (at its absolute discretion) run pursuant to this Dynamic Market. |
| **Minimum Requirements** | means the minimum requirements identified in Section D of the Particulars. |
| **Principal Applicant** | the party identified at question 1 of the Questionnaire. |
| **Dynamic Market** | the Dynamic Market to be formed pursuant to these Particulars (if any is formed). |
| **Qualified Applicant** | an Applicant who has been admitted to the Dynamic Market. |
| **Unique identifier** | Unique identifiers are defined in regulation 8 of the Procurement Regulations 2024. In the case of a supplier, it is the unique code which is submitted to the central digital platform and is recognised by that platform or, where no such code is submitted and recognised, it is the unique code which is allocated by that platform when the supplier registers on that platform. |

**Important Notice**

These Particulars and Questionnaire are issued by the Contracting Entity for the purposes of establishing a utilities Dynamic Market.

These Particulars and Questionnaire provide a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in these Particulars, nor as to the reasonableness of any assumption made in preparing this information.

Neither the Contracting Entity nor any subsidiary or holding company of the Contracting Entity or a subsidiary of any such holding company, nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Applicants should not assume that any such information or statements shall remain unchanged - from time to time over the term of the Dynamic Market, the Contracting Entity, at its sole discretion (but without altering the overall nature or modify the conditions for membership of the Dynamic Market), may modify the Dynamic Market to reflect changes in its requirements.

Neither the Contracting Entity nor any subsidiary or holding company of the Contracting Entity or a subsidiary of any such holding company, nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to any system issues with the e-tenders portal, either due to network congestion or poor network speeds, or otherwise.

The Contracting Entity is not bound by any anomalies, errors or omissions in these Particulars. Neither the issue of these Particulars nor any information or statement in these Particulars shall constitute or result in the basis of a contract or part of a contract between the Contracting Entity and any Applicant. The Contracting Entity shall not be obliged to enter into a contract with any Applicant. Save for any confidentiality obligations imposed on the Applicant, no legal relationship or other obligation shall arise between the Applicant and the Contracting Entity unless and until a Contract in relation to the subject of this competition has been formally executed in writing by the Contracting Entity and the successful Applicant in this competition and any conditions precedent to the effectiveness of such documents (if any) have been fulfilled. If the competition is divided into lots, each lot shall constitute a separate contract for the purposes of Regulation 8(2) of SI 131 of 2010, as amended by SI 193 of 2015.

The Contracting Entity reserves the right at any time to take such steps as it considers appropriate in respect of the competition, which may include (but are not limited to):

• to change the basis of, or the procedures (including the timetable) relating to, the tender process;

• to reject any, or all, of the completed Questionnaires;

• not to invite an Applicant to proceed further;

• not to furnish an Applicant with additional information; or

• to abandon the competition

and no expense incurred by any person in responding to these Particulars/completing the Questionnaire will be reimbursed.

The Contracting Entity reserves the right to amend this document, its requirements and any information contained herein at any time by notice, in writing, to the Applicants. Reference to these Particulars shall include all information contained in this document and any other information (whether written, oral or in machine-readable form) or opinions made available at any time during the competition by or on behalf of the Contracting Entity, any subsidiary or holding company of the Contracting Entity or a subsidiary of any such holding company, its advisers, consultants, contractors, servants and/or agents in connection with this competition.

The Contracting Entity does not make any guarantee in regard to any contract award and/or the volume or value of works, services or supplies to be procured by reference to the Dynamic Market.

The establishment of the Dynamic Market and the procedure for awarding contracts by reference to the Dynamic Market shall be governed by the Procurement Act 2023, as applicable to the Contracting Entity. Subject to the application of the Procurement Act 2023 to the ongoing management of any contract awarded by reference to the Dynamic Market, such contracts (and the general terms set out in these Particulars) shall otherwise be governed by Irish law and (subject to any remedies sought in terms of the Procurement Act 2023) the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from such contracts.

**DATA PROTECTION NOTICE**

In completing and submitting the Questionnaire, you may provide personal data relating to yourself, employees or other third parties. In these Particulars, “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.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

Where such personal data is provided, the relevant controller is the Contracting Entity. If you have any questions about our use of your personal data, please use the Find a Tender UK messaging system to raise these with the Contracting Entity.

We generally process the following personal data:

* name;
* contact details;
* qualifications;
* curriculum vitae;
* company / project organigram;
* any other personal data provided by you as part of your submission.

We collect personal data from you directly, and from the following sources:

* your employer (where relevant);
* other members of your consortium;
* any other source of personal data referred to in these Particulars.

Any personal data provided will be processed for the purposes of the Dynamic Market. Our legal basis for processing such personal data in accordance with the provisions of this Data Protection Notice is that it is necessary for the exercise of official authority vested in us.

We may disclose your personal data to various recipients in connection with the tender process, including:

* your employer;
* other members of your consortium;
* third party service providers of Gas Networks Ireland, such as advisors and contractors; and
* other potential recipients identified in these Particulars.

In connection with the above we may transfer your 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 (a “**Third Country**”). If and to the extent that we do so, we will ensure that appropriate measures are in place to comply with our 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). Further details of the measures that we have taken in this regard are available on request from the Contracting Entity.

If you are unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process. If you are successful, and join the Dynamic Market, such personal data will be retained in accordance with PD/97, Gas Network Ireland’s data management policy.

Any data subjects in respect of which we hold or process 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. The provision of such personal data is not a contractual requirement, however, failure to provide sufficient information may affect the completeness of your Questionnaire.

# SECTION 1: CONTRACTING ENTITY ORGANISATION INFORMATION

**Gas Networks Ireland:** established pursuant to section 5 of the Gas Regulation Act 2013. It carries out activities with respect, inter alia, to the construction, operation and maintenance of and the provision of services with respect to Gas Networks Ireland’s transmission and distribution networks used to transport natural gas to and in Ireland and includes all businesses carried out or to be carried out by the networks business from time to time and any subsidiaries of Gas Networks Ireland from time to time (other than GNI (UK)).

Gas Networks Ireland is certified to both the Environmental Management system, ISO14001 and the Energy Management System, ISO50001. Tenderers should note that the evaluation of Tenders may include elements that relate to environmental and energy performance of services, materials, methodology and equipment proposed by the Tenderers.

For more information, please see Gas Networks Ireland’s website, which can be found at [www.gasnetworks.ie](http://www.gasnetworks.ie).

**GNI (UK) Limited:** a wholly owned subsidiary of Gas Networks Ireland, registered in England and Wales. The principal activity of the company is the transportation of natural gas (1) together with GNI, through two pipelines from Moffat in Scotland to Ballough in Ireland; and (2) from Belfast to Derry (through the North-West Pipeline) in Northern Ireland, and from Gormanston, Ireland to Belfast (through the South-North Pipeline).

GNI (UK) Limited is certified to both the Environmental Management system, ISO14001 and the Energy Management System, ISO50001. Tenderers should note that the evaluation of Tenders may include elements that relate to environmental and energy performance of services, materials, methodology and equipment proposed by the Tenderers.

**Aurora:** a carrier-neutral operator specialising in Fibre Optic network services for customers seeking a future proof high bandwidth solution. Aurora is focused on the design and build of bespoke dedicated fibre network solutions. Since its establishment by Bord Gáis in 2000, Aurora has been increasingly recognised as the leading provider of fibre networks to carriers and service providers. Aurora also provides private fibre solutions to large corporate, public sector and financial services organisations. As a division of Gas Networks Ireland, Aurora combines telecommunications expertise with that of advanced network design, construction and project management to offer a best-in-class fibre network.

For more information, please see Aurora’s website, which can be found at [**www.auroratelecom.ie**](http://www.auroratelecom.ie)

# SECTION 2: INSTRUCTIONS TO APPLICANTS

**Conditions of Submission of Questionnaire**

* 1. By submitting a completed Questionnaire an Applicant agrees and confirms:

(a) that it has examined and understood these Particulars;

(b) that it may not, subsequent to submitting its completed Questionnaire, make any changes to the information provided to the Contracting Entity without written consent of the Contracting Entity and that any such consent must be sought from the Contracting Entity in writing and the Contracting Entity may decide, at its absolute discretion, whether to accept or reject the change;

(c) the Applicant may be requested by the Contracting Entity to provide further information to support its completed Questionnaire;

(d) the Contracting Entity is not bound to accept any application by way of a completed Questionnaire which it may receive;

(e) the Contracting Entity shall not be liable in any way for any costs incurred in the preparation or in the submission of the Applicant’s completed Questionnaire;

1. none of the information provided to the Applicant or received from the Applicant shall constitute a contract or part of a contract between the Contracting Entity and any Applicant (save for any confidentiality obligations imposed on the Applicant) and that the Contracting Entity reserves the right not to follow up these Particulars in any way and/or to change the tender procedure and/or terminate discussions at any time;
2. no legal relationship or other obligation shall arise between any Applicant and the Contracting Entity unless and until a contract has been formally executed in writing by the Contracting Entity and a successful Applicant and any conditions precedent to the effectiveness of such documents have been fulfilled.
   1. The Contracting Entity reserves the right, but shall not be obliged, to reject any completed Questionnaire which does not fully comply with the requirements set out in this document. If a completed Questionnaire fails to so comply, the Contracting Entity shall be entitled (but shall not be obliged) to take such steps as it considers appropriate, at its sole discretion, including (but not limited to):

(a) to reject the completed Questionnaire as non-compliant / failing to have satisfied the conditions for membership;

(b) without prejudice to the Contracting Entity’s right to reject the completed Questionnaire:

(i) to meet with, raise issues and/or seek clarification from the Applicant in respect of its completed Questionnaire;

(ii) to 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

1. to waive a requirement which, in the opinion of the Contracting Entity, is minor or procedural.
   1. The Applicant should ensure that the Applicant’s completed Questionnaire is comprehensive and clear, as membership of the Dynamic Market may be based solely on this without any further clarification. However, the Contracting Entity retains the right, at its discretion:
2. to call all, some only or none of the Applicants to make a presentation to the Contracting Entity for the purpose of clarifying their respective completed Questionnaires; and/or
3. to require, all, some only or none of the Applicants to facilitate a site visit and / or system audit to provide further clarification in support of their respective completed Questionnaire; and/or
4. to 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
5. to waive a requirement which, in the opinion of the Contracting Entity, is minor or procedural.
   1. Neither the Contracting Entity nor any of their respective servants, consultants, agents or advisers will be responsible for any expense incurred in the preparation and delivery of the completed Questionnaire or in attendance at interview (if required).
   2. All information requested must be provided in the English or the Irish language (accompanied by an English translation).
   3. Answers must be provided to all questions in the Questionnaire. If a question is not relevant to an Applicant “Not Applicable” or “n/a” should be inserted.
   4. All financial data is to be given in Euro (€) or Sterling (UK). Where the data is not given in Euro (€) or Sterling (UK), then the average European Central Bank foreign exchange rate for the financial period will be used when translating all income statement values and the rate as at the period end will be used when translating balance sheet values.
   5. An Applicant may not make any changes to the information in its completed Questionnaire without the prior written consent of the Contracting Entity. Such consent must be sought from the Contracting Entity in writing and the Contracting Entity may decide, at its absolute discretion, whether to accept or reject the change.
   6. To ensure equality of treatment in the assessment of the completed Questionnaires, limits are placed on the size, format, and the amount of information Applicants may submit in respect of the pass/fail criteria. Additional information submitted by the Applicant in excess of any stated limit shall not be considered by the Contracting Entity nor shall it be included in the quotation evaluation/ assessment process, i.e. where a maximum of 10 pages are specified the Contracting Entity shall only consider the information presented in the first 10 pages of that response section and additional pages shall not be read or assessed. Similarly, where three examples of projects are requested only the first three projects listed/provided shall be considered as part of the assessment.
   7. A minimum font size of 10-point Arial or equivalent shall be used in submission text. References to an A4 page are to one side of an A4 page (i.e. a double-sided page counts as 2 A4 Pages). For readability purposes, spreadsheets, drawings and diagrams only, (e.g. programmes, flow-charts), may be presented on A3 pages. Each A3 page shall count as 2 A4 pages, however the previous restriction on font size shall not apply to A3 pages.

**Amendments, Clarifications and Queries**

* 1. If the Contracting Entity is of the opinion that a clarification and/or amendment is required to be made to this document, and/or additional information is required to be issued, then the Contracting Entity shall be entitled to make any such clarification and/or amendment and/or issue such additional information, at any time, provided that, in respect of the Initial Competition only, this shall be prior to the date for submission of the completed Questionnaire as noted at Item B1 of the Particulars.
  2. Subject to any applicable legal requirements, the Contracting Entity will not enter into any correspondence with an Applicant in relation to its completed Questionnaire except to seek clarification of the Applicant’s completed Questionnaire, or in response to an Applicant’s request to make a change, enquiry or request for clarification as referred to below.
  3. No communication may be entered into with any employee of the Contracting Entity, or any subsidiary of the Contracting Entity in relation to these Particulars.
  4. Verbal queries or requests for clarification will not be considered by the Contracting Entity.
  5. All such queries received, together with replies and clarifications on the points raised, may be circulated to all Applicants. If an Applicant believes a query/request and/or its response relates to a confidential or commercially sensitive aspect of its completed Questionnaire that Applicant must mark the query/request as “confidential” or “commercially sensitive”. If the Contracting Entity, at its discretion, is satisfied that the query/request and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query/request and its response shall be kept confidential (subject to any applicable legal requirements).

* 1. 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 the query or to raise any objection within 3 working days (being a day on which banks are normally open for business in Dublin) of such notification and state the grounds for its objection. If the Applicant does not withdraw 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 or commercially sensitive, the Contracting Entity may issue the query/request and its response to all of the Applicants.

**Ambiguities**

* 1. Applicants shall immediately notify the Contracting Entity should they become aware of any ambiguity, discrepancy, error or omission in these Particulars. The Contracting Entity shall, upon receipt of such notification, notify all Applicants of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing, shall form part of the competition documents.

**Conflict of Interest**

* 1. Any conflict of interest or potential conflict of interest involving an Applicant (including any parent, subsidiary or associated company of the Applicant or any director, partner or person in an equivalent position in the Applicant) must be fully disclosed to the Contracting Entity on submission of the Applicant's completed Questionnaire. In the event of any conflict or potential conflict of interest, the Contracting Entity shall, in its absolute discretion, decide on the appropriate course of action, which may, without limitation, include requiring the Applicant to take reasonable steps to ensure that it is not put at an unfair advantage or disadvantage and/or the exclusion of the Applicant from the competition..

**Code of Business Conduct**

* 1. The Contracting Entity’s purchasing activities of goods and services are carried out in accordance with best business practice. As a subsidiary of Gas Networks Ireland, the Contracting Entity complies with the Code of Practice for the Governance of State Bodies issued by the Department of Finance (the ‘Code of Practice’) and with the Charter on Ethics in Public Procurement issued by the Forum on Public Procurement in Ireland. The Contracting Entity complies with applicable tendering and purchasing procedures and is committed to fairness, transparency and integrity in all business dealings. The Contracting Entity does not engage in any practice which distorts or is likely to distort fair and open competition in the procurement /tender process or which involves any improper or unethical business practices.
  2. It is a requirement of the Contracting Entity that all third party suppliers who engage with the company at any stage in the “procure to pay” process (tendering, contracting, ordering, certification, invoicing, payments) do so in compliance with best practice and with honesty and integrity. If the Applicant is dissatisfied in relation to the Contracting Entity’s tendering and purchasing procedures it shall immediately bring this to the Contracting Entity’s attention.

**Confidentiality**

* 1. All documents issued and information given to the Applicants shall be treated by the Applicants as confidential. Applicants shall not release details of the documents other than on a confidential basis to those who have a legitimate need to know or whom they need to consult, for the purpose of preparing their Questionnaire.
  2. Applicants shall not at any time release information concerning this competition for publication in the press or on radio, television, screen or any other medium.
  3. As a subsidiary of Gas Networks Ireland, the Contracting Entity is subject to the Freedom of Information Act 2014 together with other legislation governing access to information. The provisions of any such legislation will supersede the stated position of the parties. Subject to the following, all documents submitted by an Applicant will be treated as confidential by the Contracting Entity:
     + - 1. the requirement on the Contracting Entity to disclose information under any applicable legal requirements, including obligations under Freedom of Information legislation;
         2. the right of the Contracting Entity, at any time, to publicise, or otherwise disclose, to any third party, information regarding the competition, the identity of Applicants (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), shortlisted or preferred Applicants, the tender process or the award of places on the Dynamic Market;
         3. notwithstanding the generality of the foregoing, the right to disclose information to:
         4. referees as part of the reference verification process; and
         5. other state/semi-state entities (including other Gas Networks Ireland group entities) for the purpose of disclosing details of the contract performance of the successful applicant.

Documents will not be returned to the Applicant.

**Tax Clearance Certificate and Insurance Requirement**

* 1. It shall be a condition of the award of any contract that may be awarded by the Contracting Entity pursuant to the Dynamic Market that that the successful tenderer (if the successful tenderer is a group, each member of the group), produces promptly a Tax Clearance Certificate, or in the case of a non-resident, a statement from the Revenue Commissioners in Ireland confirming suitability on tax grounds.
  2. An Applicant who successfully qualifies to participate in any competition to be run under the Dynamic Market may be required to provide evidence to demonstrate that it can comply with the conditions for membership when submitting its tender in this competition. Further details will be included in the tender documents which will issue to Qualified Applicants invited to participate in any such competition.

**Group Applicants and Guarantors**

* 1. Completed Questionnaires may be submitted by single entities, by groups of service providers or an entity relying on subcontractors or a supplier which guarantees the performance of all or part of the contract. Where the completed Questionnaire is from a Joint Venture Applicant, the Principal Applicant nominated in the Applicant’s submission is responsible for ensuring that all parties to the consortium comply with these Particulars and the Dynamic Market itself, if relevant. The Contracting Entity will not act as an arbitrator between members of a consortium/joint venture. A group will not be required to convert into a specific legal form in order to submit a completed Questionnaire, but may be required to do so prior to award of a contract. The Contracting Entity reserves the right, amongst other solutions, to require that a contract be entered into with each member of the group on the basis of joint and several liability, to contract with one member of the group as prime contractor to whom the other members will be sub-contractors or to require joint liability from supporting entities in the case of critical tasks. Once qualified, the composition of the group may only be changed with the consent of the Contracting Entity.
  2. Save where expressly stated to the contrary in these Particulars, in order to demonstrate the Applicant’s economic and financial standing, resources and/or technical and/or professional experience and abilities, the Applicant or any member of a Joint Venture Applicant) will be treated as satisfying the conditions for membership for the Dynamic Market where an Associated person satisfies the conditions for membership, whatever the legal nature of the link between the Applicant and those other entities (including, for example, but not limited to, reliance on a parent company’s resources/capacities). Please note that previous experience gained by:

1. an individual while working for a third party entity;
2. a third party joint venture partner, where the Applicant did not supervise or carry out the work/services in question; and
3. a third party designer where the Applicant was the design build contractor but not the designer that did the design

cannot be relied upon unless the third party entity itself is a supplier associated with the Applicant.

* 1. Where more than one response is provided for any one section/question, each response will be marked and allocated an equal weighting in order to allocate the marks (e.g. if three responses are received for a particular section which has a maximum mark of 120 Marks, each response will be scored out of 40 marks with the results added together to give the overall result for that section).  Accordingly, Applicants should not submit responses that they do not intend to be included in the assessment.
  2. If sufficient evidence to allow full assessment of the given criteria is not provided the Applicant or a member of an Applicant will be assessed based on its own financial and economic standing and/or resources and/or technical and/or professional experience and abilities. A contractual commitment in the form of a guarantee or in such other form as the Contracting Entity may specify may be required at contract stage in favour of the Contracting Entity from any such supporting entity.

**Prohibition on Related Companies**

* 1. If this competition is split into lots, two related companies may not apply for the same lot if:
     1. one company is the other’s holding company; or
     2. more than half in nominal value of one company’s equity share capital (within the meaning of section 7(11) of the Companies Act 2014 (as amended)) is held by the other company or by members of the other company; or

(c) one company is entitled to exercise or control the exercise of more than one half of the voting power at any general meeting of the company; or

(d) the businesses of the companies have been so carried on that the separate business of each company, or a substantial part thereof, is not readily identifiable.

# APPENDIX 1 FORM OF QUESTIONNAIRE

**See attached document.**

# APPENDIX 2 OPERATION OF THE DYNAMIC MARKET

**1 General**

During the term of the Dynamic Market, the Contracting Entity may commence competitive award procedures for contracts by inviting all of the Qualified Applicants (for the particular lot if the Dynamic Market is divided into lots) to participate in the relevant competition.

For the avoidance of doubt, the Contracting Entity may, at its discretion, apply conditions for participation in respect of each contract, which may involve a shortlisting process in order to limit the number of Qualified Applicants invited to tender for the contract in question (see further paragraph 3 - Shortlisting prior to Award of Contracts - below).

For the avoidance of doubt, the Contracting Entity also reserves the right to procure work, supplies and services falling within the scope of this Dynamic Market through other means and admission to the Dynamic Market shall not be a guarantee that any Applicant will be awarded a contract.

Applicants may request entry to the Dynamic Market at any time. If the Dynamic Market is divided into lots, the Contracting Entity reserves the right to add additional lots to the Dynamic Market.

**2. Notification of Opportunities**

The Contracting Entity will publish information regarding each competitive tendering procedure by means of a notice to the Qualified Applicants (for the relevant lot if the Dynamic Market is divided into lots). Details of the competitive tendering procedure (in particular relevant deadlines and details of any conditions for participation or shortlisting stage) will be set out at that stage.

**3. Shortlisting prior to Award of Contracts**

The fact that an Applicant can satisfy the Contracting Entity with regard to the conditions for membership of the Dynamic Market does not necessarily mean that such Applicant will be considered to be suitable for all or any contracts awarded pursuant to the Dynamic Market.

During the term of the Dynamic Market, the Contracting Entity may (but is not obliged to) apply conditions of participation in respect of each contract (which may involve performing a shortlisting process in order to limit the number of Qualified Applicants from whom tenders will be invited in the competitive tendering procedure). If the Contracting Entity chooses to perform apply such conditions of participation, it envisages that it will do so having regard to the following:

1. Suitability of the personnel and/or sub-contractors that the Qualified Applicant proposes to use to operate the contract. (Applicants should note that sub-contracting may not be permitted in respect of some contracts).
2. Possession of any other consent, approval or license that may be required in respect of the contract in question.
3. Such other objective rules and conditions as may be updated having regard to the contract in question.

Qualified Applicants should note that they may be required to achieve:

1. a minimum mark for any of the conditions, and/or
2. a minimum mark out of the total marks available,

in order to be taken through to the contract award stage of the competitive tendering procedure.

The Contracting Entity reserves the right to require that Qualified Applicants demonstrate that they satisfy the conditions for participation at the same time as their tender submission in respect of any competitive tender procedure. Alternatively, the Contracting Entity reserves the right to require Qualified Applicant’s to demonstrate that they satisfy the conditions for participation in advance of being invited to tender . In either case the Contracting Entity will notify Qualified Applicants accordingly at the relevant time.

It is envisaged that Qualified Applicants will be permitted to work with other Qualified Applicants for the purpose of competing in a competitive tender procedure for a given contract, subject to any conditions that may be imposed by the Contracting Entity having regard to the contract in question.

**4. Award Stage**

The invitation to submit a tender ("ITT") in respect of contracts to be awarded in reference to this Dynamic Market will be issued to those Qualified Applicant(s) who:

1. have satisfied the conditions for participation in the competitive tender procedure where the Contracting Entity has chosen to apply such conditions; or
2. have been admitted to the Dynamic Market (where the Contracting Entity does not intend to apply conditions for participation in the competitive tender procedure).

The ITT is envisaged to contain greater detail about the scope, the draft contract, supporting material, and detailed information regarding the award process (including timeframes for response) and award criteria. The Contracting Entity currently envisages that the outline award criteria to be included in the ITTs for contract(s) will include (but may not necessarily be limited to) most advantageous tender (which may be price only), which may be divided into sub-criteria having regard to the features of the contract in question.