



OPEN PROCEUDRE

REQUEST FOR TENDER

MULTI-OPERATOR FRAMEWORK AGREEMENT

Anticipated Number in Framework		Three (max) in Each Zone
Scope of Framework	Supply of Filler and Puddle Clays	
Procedure	Open Procedure	
Delivery in:	ROI Only	
Currency of Tender	Euro €	
Issue Date	22 nd December 2025	
Closing Date for Queries	Wednesday 14 th January 2026 at 5.00pm Irish Time	
Closing Date for Tender Submissions	Thursday 22 nd January 2026 at 5.00pm Irish Time	
Contact for Queries	Questions and Answers facility on www.etenders.gov.ie	
Format for submission of tenders	Via www.etenders.gov.ie only	
Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.		

IMPORTANT NOTE

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

Waterways Ireland have provided a Tender Response Document as a separate document for tenderers to use in preparing their response to this tender. This document and format must be used.

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 Waterways Ireland

Waterways Ireland (hereinafter referred to as the “Contracting Authority”) is the largest of the North-South Implementation bodies established under statute and has a statutory remit to manage, maintain, develop and restore certain navigable inland waterways in Ireland, principally for recreational purposes. The seven navigations under the Contracting Authority's remit include the Lower Bann, the Erne System, the Shannon-Erne Waterway, the Royal and Grand Canals, the Barrow Navigation and the Shannon Navigation.

Further information is available at our corporate website www.waterwaysireland.com

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g. turnover, manpower, previous experience) and or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2. SCOPE OF THE FRAMEWORK AGREEMENT

2.1 Type of Framework

This competition relates to a

Multi-Operator Framework

The Framework Agreement will be established with **up to three** economic operators per zone. Thereafter contracts will be awarded in accordance with the rules contained herein.

2.2 Scope of Requirements under the Framework

Brief Description of Initial Contract

Waterways Ireland seeks to establish Framework Agreements for the provision of **Puddle and Filler Clays** on an ad hoc basis in its operational Zones as outlined in 2.3

The Framework duration will be three (3) years with a possible further one (1) year extension subject to continuing need (Maximum 4 years)

There is no specific requirement for supply of puddle or filler clays under these frameworks. The purpose of the framework agreement is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and quantity.

Details of additional contracts under the Framework

Subject to continuing need, supplier performance and budget availability, one additional contract of one year's duration will be established after the initial 3 year contract.

There is no guarantee of additional contracts, but where they arise, the Contracting Authority will consult the members of the framework agreement in accordance with the rules of operation outlined in this Request for Tender.

2.3 Detailed Specification of Requirements

The purpose of this tender is to establish two frameworks, one for the supply of puddle clay and a second for the supply of filler clay to Waterways Ireland in each of the following zones.

Zone A	Dublin City and County both Royal and Grand Canals
Zone B	Royal Canal, County Dublin boundary to Enfield
Zone C	Royal Canal, Enfield to Mullingar
Zone D	Royal Canal, Mullingar to Abbeyshrule

Zone E	Royal Canal, Abbeyshrule to Clondra and Longford
Zone F	Grand Canal, County Dublin boundary to Lowtown.
Zone G	Grand Canal, Lowtown to Athy
Zone H	Barrow Navigation, Athy to Carlow
Zone I	Barrow Navigation, Carlow to St. Mullins
Zone J	Grand Canal, Lowtown to Tullamore
Zone K	Grand Canal, Tullamore to Shannon Harbour
Zone L	Ulster Canal

The framework agreements set out the terms, conditions and costs per tonne delivered under which Waterways Ireland's will accept supply of puddle and filler clays throughout the term of the agreement.

Approximately 5,500 tonnes of puddle and 11,500 tonnes of filler clay were purchased in the previous three years, however the quantities stated are for information purposes only and there is no guarantee of future requirements.

2.3.1 Lot 1 Framework for the Supply of Puddle Clay

Puddle clay is a naturally occurring plastic clay material used to form an impermeable seal to the bed and banks of the canal and as an impermeable sealant at the rear of masonry retaining walls and structures. During the construction of the canals, from the mid 1700's to mid 1800's, it was placed in a single deep layer using local soils wherever possible to minimise haulage of materials. The original canal lining is consequently a somewhat variable material in terms of its composition and depth. Puddle Clay is now normally used in conjunction with a synthetic impermeable membrane where canal reinstatement is required.

This specification sets out the minimum engineering requirements of material to be approved for use as puddle clay by Waterways Ireland on its waterways.

Puddle Clay Material Properties

1. The mass of material less than 0.002mm in size shall not be less than 30%.
2. The mass of material less than 0.063mm in size shall not be less than 70%.
3. The material shall have a sand and gravel content of not less than 10% and shall have a maximum particle size of 37mm.
4. The material shall plot above the A-Line on the Casagrande Chart. It shall have a liquid limit of not less than 30% and a Plasticity Index of not less than 15.
5. The material shall be classified as a firm CLAY having an un-drained shear strength in the range 40 to 75 Kpa when tested to BS 1377:Part 7: Clause 8.5.
6. The coefficient of permeability shall be less than 1×10^{-9} m/s when tested by the constant head method in the triaxial cell to BS 1377, Part 6, Clause 6.
7. Linear shrinkage shall not exceed 7% when tested to BS 1377: Part 2: Clause 6.5.

8. Organic matter content shall not exceed 1% when tested to BS 1377: Part 3: Clause 3.4.
9. Material shall be classified as Design Sulphate Class DS-1 and ACEC class AC-1 in accordance with BRE Special Digest 1 – “Concrete in Aggressive Ground”.

In relation to Items 1-3 a single grading curve is required. For Item 4, four tests are required. For Items 5-9 inclusive two test results are required.

Puddle Clay Preparation and Placement

In advance of delivery puddle clay shall be worked off-site into the required plastic condition by adding sufficient water as necessary to achieve a smooth homogenous consistency (approximate moisture content: - mid-way between the liquid and plastic limits). Puddle clay delivered to site shall be set down in approved areas in accordance with the requirements of the Waterways Ireland engineer.

Puddle Clay Source Approval

All suppliers of puddle clay will be required to provide a test certificate to confirm their material meets the specification set out in these tender documents. This test will be carried out at the supplier's own expense. Waterways Ireland reserves the right to test the source or sources of puddle clay at any time throughout the duration of the framework and before any contract for supply is formed.

Waterways Ireland recommend the following to be used for testing:

IGSL Limited

M7 Business Park

Naas, Co Kildare

W91DY93

Tel 045 846176/846187

www.igsl.ie

Puddle Clay Product Testing

To ensure that puddle clay complies with specification, Waterways Ireland will require independent testing of the product at a nominated Waterways Ireland laboratory. All such testing will be carried out at the supplier's expense. Waterways Ireland reserves the right to require testing of product at any time to ensure it continues to meet the specification.

Testing will only be carried out post initial tender evaluation when it is confirmed that all other selection criteria have been met. Should a tenderer fail to meet the other selection criteria, their tender will not proceed to the evaluation stage and their material will not be

subjected to testing.

Where a tender successfully passes the initial selection criteria it will be a condition of entry to the framework agreement that suppliers submit to testing of their material at their expense as follows.

- a. Sampling and testing shall be carried out in accordance with BS 1377 (1990) and BS 5930 (1981).
- b. The Tenderer will collect random samples of puddle clay from the source of supply and submit them for laboratory analysis against specification. It should be noted that four large bulk samples (~ 80kg per sample) may be necessary to complete the testing regime.
- c. The sampling of a proposed source shall be undertaken in the presence of and under the direction of a representative of Waterways Ireland and notice shall be given at least five working days in advance of intention to sample.
- d. The samples of material shall be sent for testing to a laboratory approved by Waterways Ireland and the test results shall be sent directly from the laboratory to Waterways Ireland. Test results shall be received by Waterways Ireland at least two weeks in advance of any planned use of the proposed material.

2.3.2 Lot 2 Framework for the Supply of Filler Clay

This clay should be a quality cohesive moronic material, which should be free of topsoil. It should have a maximum particle size of 37mm and have a sand and gravel, or gravel, content of approximately 50%.

Product Preparation and Placement

Filler clay delivered to site shall be set down in approved areas in accordance with the requirements of the Waterways Ireland engineer or their appointed representative.

2.4 Contract Management

The Contracting Authority requires tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies/services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Provide regular reports on performance as agreed with the Contracting Authority;
- Meet as and when required to review and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and

cost savings;

NOTE: Tenderers should note that contract management activities will be non-billable.

2.5 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	22 nd December 2025
Closing date for Queries	Wednesday 14 th January 2026 at 17.00
Closing date for Receipt of Tenders	Thursday 22 nd January 2026 at 17.00
Clarification/verification meetings (if anticipated)	N/A
Award decision	Friday 30 th January 2026
Framework Agreement Commencement	Monday 2 nd February 2026

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavor to run the process to this timetable but this cannot be guaranteed.

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes engaging in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

3.1 Numbers Admitted to the Framework Agreement

The framework agreement will be established as a multi-operator framework agreement as follows.

Admission to the Framework for Puddle Clay (Lot 1)

Tenderers, please note the puddle clay offered must comply with the specification in Section 2 of this tender document. Tenders proposing the supply of puddle clay which does not meet with the Waterways Ireland specification will be rejected.

Where product testing is required, this will be carried out **at the expense of the tenderer** and in accordance with the testing specification detailed at section 2.3.1 of this document.

Tenderers may apply for one or more zones in this lot, and it is intended that the three lowest priced suppliers offering puddle clay which meets the specification will be admitted to the framework for the relevant zone(s), subject to that number meeting the criteria and rules.

Admission to the Framework for Filler Clay (Lot 2)

Tenderers, please note the filler clay offered must comply with the specification in section 2.3.2 of this tender document. Tenders proposing the supply of filler clay which does not meet with the Waterways Ireland specification will be rejected.

Tenderers may apply for one or more zones in this lot, and it is intended that the three lowest priced suppliers offering filler clay which meets the specification will be admitted to the framework for the relevant zone(s), subject to that number meeting the criteria and rules.

3.2 Duration of the Framework Agreement

The framework agreement will be for a maximum period of four [4] years.

The Contracting Authority confirms that the period of any contracts awarded under the framework agreement may extend beyond the date of expiry of the agreement.

3.3 Estimated Value of the Framework Agreement

It is envisaged that maximum spend under the framework agreements will not exceed €220,000 by value for puddle clay and €670,000 by value for filler clay.

It is emphasised, however, that these figures are provided strictly for indicative purposes only

as there is no guaranteed expenditure under the framework agreement.

3.4 Awarding Contracts under the Framework Agreement

In the case of a multi-operator framework agreement contracts may be awarded as follows:

(a) *Use of Cascade Method*

Through application of the cascade method whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not able to deliver the contract due to availability, conflict of interest, etc. the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply the relegation process detailed in the Framework Terms and Conditions and relegate the first ranked member to the bottom position on the cascade list for poor performance.

AND

(b) *Mini-Tenders*

Through invitation to a mini tender of all the firms admitted to the framework agreement. On each occasion, a Supplementary Request for Tender will be issued detailing the scope of requirements, the award criteria, a closing date and time and methodology for submission of responses.

Mini-Tenders will operate for the following types of contracts:	Where the value of the requirement exceeds €30,000 and more than one supplier has been admitted to the framework for a given lot(s) the contracting authority retains the right to conduct a mini tender between the suppliers.
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3.5 Right to Tender outside of the Framework

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member[s]. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the framework agreement will be conditional upon acceptance of the Contracting Authority's Framework Terms and Conditions as appended at the relevant Appendix.

Tenderers are required to review these terms and conditions and indicate their acceptance thereof as part of their tender submission. Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in the Instructions to Tenderers Section (c) of this document.

3.7 Award to Runner Up

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

4. SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

4.1 Use of the European Single Procurement Document

The Contracting Authority does not currently employ the European Single Procurement Document (ESPD) as part of its tender documentation. However, in accordance with Directive 2014/24/EU, tenderers may have compiled a European Single Procurement Document (ESPD) which will be accepted as evidence of compliance with Sections 4.3 and 4.4 on condition that all information self-declared will be provided promptly on request at any time prior to an award decision.

4.2 Relying on the Standing of Other Entities

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.3 General, Declarations and Financial Requirements

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

General Information			
Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview as well as information on sub-contractors and consortium members if applicable.			
Declarations			
Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation 102 of 2015 (UK) and SI 2814 of May 2016 (Irl.) and as contained in the Tender Response Document. Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.			
Financial and Economic Standing			
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document.		
Turnover and Financial Standing	(a) Confirmation that the tendering party turnover exceeded €100,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. In addition (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.		
Insurance	Confirmation of the following insurances being in place:		
	Insurance Type	Required Value €	Required Value STG€
	Employer's Liability	€13 million	£10 million
	Public Liability	€6.5 million	£5 million

	Product Liability	€6.5 million	£5 million
	Professional Indemnity	N/A	N/A
	Environmental Liability Impairment (EIL) (where there is risk of gradual pollution or contamination)	N/A	N/A
	Cyber Insurance	N/A	N/A

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

Previous Contracts / Experience

Tenderers must provide information clearly demonstrating successful delivery of **three** previous comparable contracts / experience, involving the following features:

Sourcing, supply and delivery of puddle and filler clays or similar aggregate and clay materials]

Health & Safety

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

Quality Assurance

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified. Please complete the TRD.

5. AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

Admission to the framework will be based on the most economically advantageous compliant tender as follows

It is intended that the three lowest priced suppliers offering puddle clay which meets the specification will be admitted to the framework for the relevant zone(s), as tendered.

It is intended that the three lowest priced suppliers offering filler clay which meets the specification will be admitted to the framework for the relevant zone(s), as tendered.

Please refer to the Framework Terms and Conditions for details of the award criteria which would apply in the case of mini tenders under the framework agreement.

Criterion A	Weighting	Maximum Marks	Minimum Required	Marks
	90%	N/A	N/A	
Title	THE COST CRITERION			
Description	Please complete the forms of Tender in the tender response document with your price(s) for Puddle and/or Filler Clays for the relevant zone(s)			
Criterion B	Weighting	Maximum Marks	Minimum Required	Marks
	10%	TBC	TBC	
Title	ENVIRONMENTAL CONSIDERATIONS			
Description	Tenderers must describe the impacts they expect this contract to have in terms of greenhouse gas emissions, energy use, biodiversity, resource consumption and waste. Please list the specific measures which your firm, and if relevant your partners and subcontractors, will take to address these impacts, and the effect you expect each measure to have. The measures may relate to any aspect of the services being provided but must be specific to the contract activities. For each measure, you should indicate whether a relevant third-party certification or standard (for example, relating to environmental management) will be applied to verify and measure the impact. Marks will be awarded based on the			

	scope, level of detail and verifiability of the measures. The measures described under this criterion will form part of the terms of the contract with the successful bidder
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NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Evaluation of Pricing Proposal

The evaluation is scored 90% on Price. The evaluation of Price is split into three categories - Category A; Category B and Category C.

Category A: - Standard Rate for Band 1 Quantities. Band 1 Quantities are for orders in volume of between 1-1000 tonnes in a Zone.

Category B: - Discounted Rate for Band 2 Quantities. Band 2 Quantities are for orders in volume of between 1001-3000 tonnes in a Zone.

Category C: - Discount Rate for Band 3 Quantities. Band 3 Quantities are for orders in volume of 3001 tonnes in a Zone or across a number of Zones. i.e. the Contracting Authority may make a non-Zone-specific order in bulk quantity.

The weighting for each category is Category A: 40%; Category B: 25% and Category C: 25% of the overall Price Score.

i.e. Price Score Allocation is 40/25/25 (Category A/Category B/Category C).

Tenderers are required to provide both a Category A, Category B Rate for each of the zones they are tendering for and a Category C Discount Rate. If successful in being appointed to the Framework Agreement, the relevant rates will be brought forward and form part of the agreement between the successful Tenderer and the Contracting Authority.

Worked Example:

e.g. Zone A

Tenderer 1: Category A Standard Rate: - €10 per ton (for orders up to 1000 tonnes);
Category B Discounted Rate: - €5 per ton (for orders of 1001-3000 tonnes); and
Category C Bulk Discount Rate: - €2 per ton (for orders of 3001 tonnes and over in one Zone or across multiple Zones)

Tenderer 2: Category A Standard Blended Rate: - €15 per ton (for orders up to 1000 tonnes);
Category B Discounted Blended Rate: - €4 per ton (for orders of 1001-3000 tonnes and over); and
Category C Bulk Discount Rate: - €3 per ton (for orders of 3001 tonnes and over in one Zone or across multiple Zones) Hypothetical Evaluation:

Tenderer 1 is the lowest priced tenderer for Category A Standard Rate in Zone A. Therefore, Tenderer 1 is awarded 40% and Tenderer 2 Price Score for Category A Standard Rate in Zone A is calculated as follows: - $10 \times 40/15 = 26.67\%$

Tenderer 2 is the lowest priced tenderer for Category B Discounted Rate in Zone A. Therefore, Tenderer 2 is awarded 25% and Tenderer 1 Price Score for Category B Discounted Rate in Zone A is calculated as follows: - $4 \times 25/5 = 20\%$

Tenderer 1 is the lowest priced tenderer for Category C Bulk Discount Rate. Therefore, Tenderer 1 is awarded 25% and Tenderer 2 Price Score for Category C Bulk Discount Rate is calculated as follows: - $2 \times 25/3 = 16.67\%$

Tenderer 1's cumulative Price Score is $40+20+25 = 85\%$ • Tenderer 2's cumulative Price Score is $26.67+25+16.67 = 68.34\%$

Tenderer 1 is the lowest priced tenderer in Zone A as assessed by the Evaluation Team

5.2 Clarification and Verification Meetings

Award of contract/membership of the framework may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the Tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

5.3 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic considering the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question based on it being considered abnormally low.

INSTRUCTIONS FOR TENDERERS

(a) Submission of Tenders

The Contracting Authority is using the Tender Post-box facility and tenders must be submitted electronically via the eTenders post-box facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will **not** be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

To submit a document to the electronic post-box, please note that tenderers must click “Submit Response”. After submitting tenderers can still modify and re-send their response up until the response deadline. Tenderers should be aware that the ‘Submit Response’ button will be disabled automatically upon the expiration of the response deadline.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

(b) Closing date for Tenders

The closing date for tenders	is as per the cover page of this tender document
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It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

(c) Queries

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

The closing date for queries	is as per the cover page of this tender document
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Process for submitting queries	Via www.etenders.gov.ie only
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In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

(d) Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

(e) Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of **[12 months]** is required, this period commencing on the closing date by which the Tenders are to be returned.

(f) Amendment of Tender Documentation

A pdf version of the tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

(g) Collusive Tendering

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

(h) Confidentiality

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or his staff in the process of examination, clarification, evaluation and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

(i) Clarification of Tenders

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

(j) Correction of Errors

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender. In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

(k) Change in the Composition of a Tender

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

(l) Interference and Inducement to Purchase

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration or advantage) and other provisions under the Bribery Act 2010 (UK) and the Criminal Justice Act 2018 (Ireland), and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

(m) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority or their

relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

(n) Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

(o) Right Not to Award

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

(p) Notification of Tender Evaluations

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications. Potential outcomes can be:

- a) Award of Contract / appointment to framework agreement
- b) Letter of Regret
- c) Decision not to proceed with the award of Contract

The following information will be provided in the Letter of Regret – name of successful tenderer designate(s); the applicable standstill period (for EU tenders only); scores of tenderer and that of successful tender or in the case of a multi-party framework agreement, the score of the lowest scoring firm admitted to the framework agreement; features and characteristics of successful tender or lowest scoring successful firm where they scored higher marks in specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

(q) Award Notices

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition no later than 30 days after the award of contract. It should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

(r) Policy on Personal Debriefings

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

(s) Copyright

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

(t) Brand Names, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

(u) Environmental Aspects

The Contracting Authority is committed to the principles of environmental management in its activities and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

(v) Knowledge and Skills Transfer

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

(w) Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be Sterling £

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

The Contracting Authority require that invoices are submitted electronically, and the following information sets out our requirements with regard to billing the Contracting Authority. Any claim for payment should meet the following minimum format and information requirements:

- Be produced on invoice or headed stationery showing the supplier's name, address and VAT details (where applicable)
- Be addressed to or otherwise properly identify the Contracting Authority as the client/customer/payee
- Display the invoice/billing date
- Display the relevant the Contracting Authority purchase order number or agreed payment reference
- Display a unique supplier invoice number/billing reference
- Fully itemise the services provided in line with the costs structure set out in the tender
- Subtotal amount
- VAT rates and amount (as applicable)
- Gross Total

The method of payment used by the Contracting Authority is normally Electronic Funds Transfer.

RELEVANT LEGISLATION

(x) General

For Waterways Ireland the place or places of supply can be in Ireland, Northern Ireland or both. The supplies, services or works which are the subject matter of this tender will be supplied to the contracting authority in **Ireland**

As a cross border public body, the contracting authority must comply with all applicable legislation within its relevant jurisdiction(s) of operation. The place of supply will determine the applicable terms and conditions under which supply will be made and place specific obligations on the Contracting Authority to comply with relevant legislative requirements as follows;

(y) Health & Safety

With respect to the jurisdiction where the supply of goods or services will be provided, the successful Tenderer must comply with the following Health and Safety legislation as applicable;

- The Safety, Health & Welfare at work Act 2005, in Ireland
- The Health and Safety at Work (Northern Ireland) Order 1978 in Northern Ireland and all relevant regulations made thereunder.

(z) Anti-Competitive Conduct

Tenderers attention is drawn to the following legislation:

- Competition Act 2002 (Ireland)
- Competition Act 1998 (Northern Ireland)
- Enterprise and Regulatory Reform Act 2013 (Northern Ireland)

This legislation makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

(aa) Accessibility

The Contracting Authority operate in line with

- The Disability Act 2005 in Ireland and
- The Disability Discrimination Act 1995 in Northern Ireland.

Under the requirements of these Acts the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

(bb) Value Added Tax (VAT), Tax Clearance and Relevant Contracts Tax (RCT)

The nature of the supply to be made under this contract together with the place of supply requires the Contracting Authority to consider specific obligations in relation to the application of Value Added Tax (VAT), Relevant Contracts Tax (RCT) and the requirement to verify tax clearance. These specific obligations which may, depending on the place of supply, affect how purchases and payments are made to suppliers.

Supply to Locations in Ireland			
Supplier Based in	VAT	Tax Clearance	RCT
Ireland	Supplier to charge vat in accordance with Irish VAT Rules	Required	RCT does not apply to this contract
European Union Country (other than Ireland)	Waterways Ireland self-account for VAT on the reverse charge basis		Where RCT applies to contracts (except haulage) Waterways Ireland will self-account for VAT on the reverse charge basis
Supplier Based Outside European Union	VAT position will be determined prior to award of contract		
Supplier Based in the UK (post Brexit special conditions?)	TBC		

Supply to Locations in Northern Ireland			
Supplier Based in	VAT	Tax Clearance	RCT
Ireland	The supplier will charge VAT in their country of establishment unless the nature or value of the supply requires the supplier to register and account for UK VAT	Waterways Ireland will require tax clearance to ensure that suppliers based in Ireland are tax compliant	Not Required
European Union		Not Required	
Supplier Based Outside European Union			
United Kingdom	Supplier to charge vat in accordance with UK VAT Rules	Not Required	

Specific information in relation to VAT, Tax Clearance and RCT will be identified in the terms and conditions of the tender and will apply to the subsequent contract(s) formed thereunder.

In order to comply with legislation on the Freedom of Information the contracting authority as a North South Body operates a Code of Practice for Freedom of Information. The primary purpose of this code is to facilitate access by members of the public to information held by the body which is not routinely made available.

The objective is to provide:

- Greater openness and accountability and increased public confidence in the workings of North South Bodies, and
- Improvement in the quality of decision making by North South Bodies

Anyone corresponding with the Contracting Authority through any tender or procurement process should be aware that any information provided in the tender or other correspondence may be made available if requested under the Freedom of Information Code of Practice.

The Contracting Authority will consult with tenderers about sensitive information in their tender or correspondence before making a decision on the disclosure of any such information in response to a request under the relevant Freedom of Information legislation.

A decision on what information can be released under the relevant Freedom of Information legislation is the sole prerogative of the Contracting Authority.

A copy of the Freedom of Information Code of Practice is available on the the Contracting Authority website www.waterwaysireland.org under Other Information or by writing to:

FOI Liaison Officer
Chief Executives Office
Waterways Ireland
2 Sligo Rd
Enniskillen
Co. Fermanagh
BT74 7JY
Telephone +44 (0)2866 323004

(dd) Late Payment

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed in to national legislation as

- S.I. 580 of 2012 in Ireland and
- The Late Payment of Commercial Debts (Interest) Act 1998 in Northern Ireland

(ee) **Data Protection**

The **General Data Protection Regulation** (EU) 2016/679 ("GDPR") is a regulation in EU law on data protection and privacy for all individuals within the European Union (EU) and the European Economic Area (EEA). In May 2018, new Data Protection Acts

- Data Protection Act 2018 (United Kingdom) and
- Data Protection Act 2018 (Ireland)

were introduced to provide context for the application of GDPR in each country.

The UK's decision to leave the EU will not affect the commencement of GDPR and its relevance to Northern Ireland.

Waterways Ireland is the Data Controller in the case of contracts awarded by the body and requires that all contractors engaged in the processing of **Personal Data**, sign and implement the GDPR Addendum to contract, in compliance with the EU General Data Protection Regulation (GDPR) and enacting legislation in the relevant jurisdiction

