



<b>OPEN PROCEDURE REQUEST FOR TENDER FOR A CONTRACT</b>		
<b>Title of Contract</b>	<b>Barrow Corridor Tourism Masterplan</b>	
<b>Open Procedure</b>	<b>Below OJEU Value</b>	
<b>Key Dates</b>		
<b>Issue Date</b>	<b>Thursday 11<sup>th</sup> June 2026</b>	
<b>Closing Date for Queries</b>	<b>4pm local time on Tuesday 30<sup>th</sup> June 2026</b> Date after which the Contracting Authority will not normally issue supplemental information or responses to queries: (8 days before Closing Date for Tender Submissions).	
<b>Closing Date for Tender Submissions</b>	<b>12 noon local time on Friday 10<sup>th</sup> July 2026</b>	
<b>Contact for Queries</b>	Via <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> messaging facility ONLY	
<b>Format for submission of tenders - use the <u>Tender Response Document (TRD)</u> provided</b>		
Via <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a> post box facility ONLY		
<b>Tender Parameters – Buyer to Select as applicable</b>		
<b>Document Reference</b>	<b>Description of Parameter</b>	<b>Requirement Applicable</b>
<b>(e)</b>	Please state Tender Validity period in months.	<b>18 months</b>
<b>(w)</b>	Currency of the Tender	<b>Euro €</b>
<b>(x)</b>	Place of Supply	<b>ROI &amp; NI</b>
<b>(bb)</b>	Relevant Contracts Tax (RCT)	<b>does not apply to this contract</b>
<b>(ee)</b>	In this Request for Tender the processing of <u>Personal Data</u> under GDPR	<b>applies to the contract</b>

## IMPORTANT NOTES

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](http://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 About Waterways Ireland

Waterways Ireland (hereinafter referred to as the “Contracting Authority”) is one of six North/South Implementation Bodies established under the British Irish Agreement of 1998. It is the cross-border navigational authority responsible for the management, maintenance, development and promotion of over 1000 km of inland navigable waterways, principally for recreational purposes.

The 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.

In July 2007, the remit of Waterways Ireland was extended by the North South Ministerial Council to include responsibility for the reconstruction of the Ulster Canal from Upper Lough Erne to Clones, and following restoration for its management, maintenance and development, principally for recreational purposes. Office headquarters are located in Enniskillen, with regional offices in Carrick-on-Shannon, Dublin and Scarriff.

Further information is available at our corporate website [www.waterwaysireland.org](http://www.waterwaysireland.org)

### 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 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 the contract. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

## 2. SCOPE OF THE CONTRACT

### 2.1 Overview of the Requirement

Waterways Ireland, in association with Fáilte Ireland is seeking to commission a pioneering and transformational Tourism Masterplan for a development corridor traversing the Grand Canal Barrow Line and Barrow Navigation. The overall objective of the Masterplan is to inform strategic planning decisions that will enable sustainable development of the Barrow Corridor and increase its appeal to both Domestic and International audiences, enabling it to become a key tourism destination.

While the Masterplan is being commissioned through the lens of Tourism destination development, it is intended that local communities as well as visitors will benefit from the resulting recreational infrastructure and experience development investments. For the purpose of this contract and avoidance of doubt, the geographic reach of the Barrow Corridor i.e. the Project Area is explained in section 2.1.5.

Since 2019, Fáilte Ireland and Waterways Ireland have collaborated through a Strategic Partnership to enhance the cultural, environmental, economic, and tourism landscape of rural and urban Ireland. This alliance has brought together two entities with a shared aspiration to create sustainable development tourism opportunities, each with a unique set of expertise and resources. Through the Partnership, the Partners work to provide increased and enhanced public infrastructure and experiences for visitors throughout the inland waterways.

#### 2.1.1 ENVIRONMENTAL SIGNIFICANCE OF THE BARROW CORRIDOR

Development of a transformational Masterplan for the Barrow Corridor must fully reflect the environmental significance of the Project Area since it comprises a rich tapestry of natural, built and cultural assets of regional, national and international importance.

A section of the Barrow Navigation from Athy to St. Mullins is within the River Barrow and River Nore Special Area of Conservation (SAC), a site of European Importance designated under the Birds and Habitats Regulations, 2011 (as amended). This means that the potential for any significant effects on the conservation interests of this designation must be evaluated in accordance with the requirements of an Article 6(3) Appropriate Assessment. Waterways Ireland must obtain consent from the relevant competent authority for any plan, project or development that has the potential to give rise to likely significant effect on the conservation objectives of any European Site (SAC/SPA). Furthermore, many of the structures along the navigation (e.g. bridges, locks, and buildings) are on the Record of Protected Structures and/or National Monuments. Similarly, Waterways Ireland must obtain necessary consent from the relevant planning authority for works that may be undertaken to a Protected Structure.

In summary, the SAC designation, other national environmental designations and protected structures within the Project Area will influence the creation of a Masterplan that can deliver sustainable development proposals. Whilst the focus of the Masterplan will be on infrastructure and experiential development, it is also important to note that due to recent changes in environmental case law, certain aspects of routine maintenance work now require consent from the relevant planning authority. Consequently, Waterways Ireland has submitted planning applications to Carlow, Kildare and Laois County Councils for a five-year

schedule of routine and essential maintenance works along the Barrow Navigation portion of the river and its adjacent towpath.

It is necessary that Environmental designations are viewed through the lens of enabling infrastructural investments to be delivered that are sympathetic and sensitive to designated conservation requirements. Waterways Ireland has and will continue to deliver infrastructural development within the Barrow Corridor in compliance with the SAC and other environmental designations. Separately, Waterways Ireland in association with Fáilte Ireland and 14 local authorities are successfully delivering the Shannon Tourism Masterplan in compliance with many nature conservation designations.

### 2.1.2 PROJECT NEED

The need for a Barrow Corridor Tourism Masterplan has become heightened through a number of interrelated challenges.

- While the Barrow Line and Barrow Navigation are anecdotally considered well-known and highly valued, findings from empirical research commissioned by Waterways Ireland in 2025 evidence low vessel usage for the Barrow Line and Barrow Navigation when contrasted with the other navigations within Waterways Ireland's remit.
- Yearly Lock passage data recorded by Waterways Ireland evidence vessel numbers (locals and visitors) at Monasterevin mainly less than the 2019 pre-covid figures. Years 2023 and 2025 were the exceptions. A 20% increase in 2025 vs. 2019 can be attributed to an extended boating season due to more favourable weather. Met Éireann reported 2025 as the warmest Spring and Summer seasons on record for Ireland. *(Monasterevin Lock passage data is identified as the best barometer of vessel usage since it is the boat hire base on the Barrow Line. Hired boats navigate from Monasterevin north along the Barrow Line towards the Grand Canal and south towards the Barrow Navigation).*
- Infrastructure investment on the Barrow Line and Barrow Navigation by Waterways Ireland over the last 5 years is significantly less than needed and aspired due to evolving planning and environmental requirements, and capital budgetary constraints.
- Low visitor demand for the Barrow Corridor as a recreation and tourism proposition relative to other parts of the island, and low levels of infrastructure investment when the reverse is necessary to stimulate increased visitor demand is a concern shared by Waterways Ireland, Fáilte Ireland and the local authorities.

**NOTE: Appendix 4 provides a detailed overview of relevant research findings and market indicators that evidence the need for a Barrow Corridor Tourism Masterplan.**

### 2.1.3 OPPORTUNITY INDICATORS

Against the aforementioned challenges, the Barrow Corridor intrinsically holds the hallmarks of compelling and unique visitor destination components that could be appropriately harnessed to deliver 'What Tourists Want', and take account of their travel behaviours. Indicative opportunity indicators for the Barrow Corridor include:

- **BEGUILING LANDSCAPE BEAUTY AND EXPANSE:** The Barrow Navigation is part of Ireland's second longest river, meandering through woodland valleys, ancient hinterlands and charming villages. It is a renowned coarse and game angling destination and overall, considered by many visitors, writers and broadcasters, such as Dick Warner, as the most beautiful inland waterway in Ireland.
- **WATERWAY EXPERIENCES:** Travel by boat along the Barrow Line and Barrow Navigation to St. Mullins in Co. Carlow can be experienced by hiring a Barge from Vicarstown in Co Laois. Alternatively, visitors can join scheduled boat trips along the Barrow Navigation from Athy, Carlow and Bagenalstown, or rent small craft such as Kayaks, Canoes, Stand Up Paddle Boards and bikes from a number of service providers. The opportunity to experience the Barrow Corridor by water enables the visitor to overnight / moor close to quay side villages and towns where they can enjoy local food, music, art, heritage, Irish hospitality and connection.
- **REGIONAL CONNECTIVITY:** The Barrow Line and Barrow Navigation, once a significant commercial transport route, remain of strategic national importance as a recreational gateway into and out of Dublin and to the Shannon Navigation via the Grand Canal. They also connect adjoining Greenway and Blueway routes developed, under development, and planned.

The Barrow Line and Barrow Navigation are of significant regional importance since they connect the counties of Kildare, Kilkenny, Laois and Carlow and the following towns and villages: Lowtown, Rathangan, Monasterevin, Vicarstown, Athy, Carlow, Leighlinbridge, Bagenalstown, Goresbridge, Graiguenamanagh and St. Mullins. These waterways can be considered the south east's greatest natural asset and single catalyst capable of socially, economically and environmentally regenerating the 11 towns, villages and communities through which they pass.

- **A TAPESTRY OF ASSETS:** An abundance of natural, built and cultural assets of regional, national and international importance reveal how facing and embracing the opportunity of the Barrow Line and Barrow Navigation in a bygone era resulted in unexampled prosperity of the Barrow Corridor. From 1790, industries such as Milling, Distilling and canal transport became the mainstays of economic activity, with Athy, Graiguenamanagh and Carlow important river ports. Castles from the 13th century and evidence of Christian and Norman heritage throughout the Barrow Corridor hold compellingly different visitor experience opportunities.
- **SIZING THE TOURISM MARKET OPPORTUNITIES:**  
The CSO Household Travel Survey (2024, Ireland) reported:
  - (i) 20.2 million domestic same-day trips generating expenditure of €1.05 billion.
  - (ii) 7.1 million domestic 'overnight' holiday trips resulting in 16.8 million nights generating expenditure of €2.15 billion.
  - (iii) 6.6 million overseas visitors to Ireland in 2024, with Dublin airport handling 84% of all flights.

Fáilte Ireland's research reveal that most people will travel 60-90 minutes for a day trip.

These market opportunity and visitor journey indicators reveal the huge potential to grow international and domestic visitor numbers (day trips and overnights) to the Barrow Corridor, in addition to growing the number of local visitors. The 130 km

expansive reach of the Barrow Corridor (*as defined in section 2.1.5*) makes it an accessible destination for visitors journeying from Dublin airport, Dublin City, Greater Dublin, the midlands, east and south of the country. For example, travel by car / coach from either Dublin Airport, Dublin Port, or Greater Dublin to Clashganny, Co. Carlow is circa 1 hour 30 minutes, from Rosslare Harbour to St. Mullins is circa 1 hour, and from Waterford to St. Mullins circa 46 minutes.

NOTE: Refer to the websites of Fáilte Ireland and Tourism Ireland to obtain insights of ‘What Tourists Want’, Domestic and International travel behaviours and growth trends, including short breaks and outdoor recreation.

## 2.1.4 STRATEGIC CONTEXT

### Reimagining our Waterways

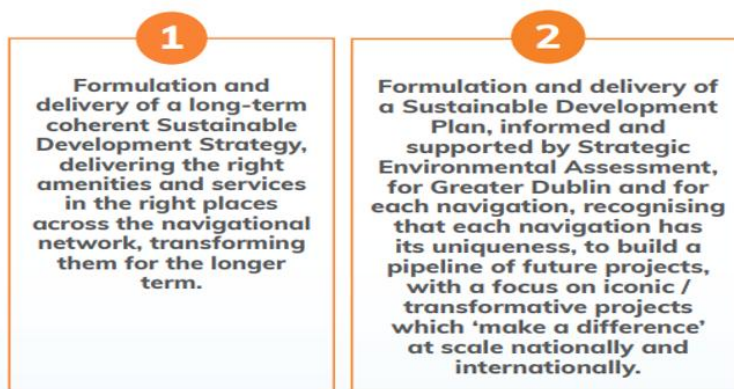
#### Waterways Ireland’s 10-YEAR PLAN (2023-2032)

Waterways Ireland’s Vision is to have enabled the creation of inspirational inland navigations and waterways experiences, through conservation and sustainable development for the benefit of all. We have an ambitious mindset with aspirations to deliver greater public value led by a transformative culture.

‘Sustainable Development’ has been identified as one of 6 strategic priorities within the 10-year plan. Waterways Ireland is committed to being at the forefront of Sustainable Development practices and decisions as the custodian of precious natural, built and cultural assets along the 1,100 km waterways network. *It is imperative that future capital investment in Sustainable Development projects on and along the waterways optimise long-term social, economic and environmental wellbeing growth potential.* Two key delivery outputs underpin Waterways Ireland’s commitment to achieving ‘Sustainable Development’.

#### Strategic Priority 5 - Sustainable Development

##### Key Delivery Outputs relevant to the Barrow Corridor Tourism Masterplan



The Sustainable Development Strategy (Key Output 1) is under commission and will inform resulting Sustainable Development Plans for each of the 8 waterways (Key Output 2). The Barrow Corridor Tourism Masterplan will deliver one of the first Sustainable Development Plans.

Waterways Ireland is concurrently working to develop and implement a Sustainability Roadmap to ensure alignment to the UN Sustainable Development Goals (Waterways

Ireland's 10 Year Plan, Strategic Priority 6, Key Output 3). This is a distinct project being led by Waterways Ireland's Climate Action, Environment & Heritage team.

Consultants appointed to deliver the Barrow Corridor Tourism Masterplan will be briefed on progression of the Sustainable Development Strategy and the Sustainability Roadmap, and will take account of interdependencies identified by the Barrow Corridor Tourism Masterplan Project Lead, in association with the Project Steering Group.

The Tourism sector overlaps economic, environmental and social realms and therefore development of the Barrow Corridor Tourism Masterplan provides an unprecedented opportunity to support policy delivery across government departments as well as the priorities of other public bodies and regional stakeholders. Considering this, the Barrow Corridor Tourism Masterplan should additionally take account of and align with relevant national and regional development strategies and plans, as well as best practice guidance including but not limited to those listed in Appendix 5a. They include the following:-

#### **Government of Ireland**

- (a) A New Era for Irish Tourism, National Policy Statement, December 2025
- (b) Tourism Sectoral Climate Adaptation Plan, 2025-2030

#### **Fáilte Ireland**

- (a) Fáilte Ireland's new corporate strategy 2026 - 2029 (due Q2 2026)
- (b) Ireland's Ancient East Path to Growth
- (c) Ireland's Ancient East Regional Development Strategy
- (d) Relevant regional Destination Experience Development Plans to deliver world class visitor experiences, to facilitate communities to play an enhanced role in developing tourism in their locality, and support a sustainable tourism sector.

*NOTE: Separate Destination Experience Development Plans for Carlow, Laois, Kilkenny, Wexford, and the Thoroughbred Country.*

*Web link: [Fáilte Ireland - Experience Development | Ireland's Ancient East | Fáilte Ireland](#)*

#### **Local Authorities -**

Achieving Planning Consent from Local Authorities will require project proposals to be aligned with their policies and plans. *The policies, objectives and plans of Carlow, Laois, Kildare, Kilkenny and Wexford County Councils in relation to Tourism; Recreation; Landscape; Biodiversity; Heritage and Protected Structures are relevant to this RFT.* They can be identified within the following Local Authority publications:-

- (a) County Development Plans
- (b) Local Area Plans for key settlements along the waterways
- (c) Tourism Strategies
- (d) Outdoor Recreation Strategies

### **2.1.5 THE PROJECT AREA (THE BARROW CORRIDOR)**

#### **(a) A geographic development corridor encompassing the following:-**

- The 46 km Barrow Line extending from the summit level of the Grand Canal at Lowtown to Athy in Co. Kildare, and thereafter from Athy along the 69 km Barrow Navigation to St. Mullins in Co. Carlow (within the Barrow SAC designation). The combined 115 km navigational reach traversing the counties of Laois, Kildare, Kilkenny, and Carlow reflect Waterways Ireland's navigational remit for the Barrow.
- A 15.6 km tidal section of the River Barrow south of St. Mullins extending to New Ross.

- (b) **Will include property under public ownership identified as having tourism development potential:-**
- Located along the Barrow Line, Barrow Navigation, and 15.6 km tidal section.
  - Approximately 5 km on either side of the central navigation channel, this forming a 10 km wide corridor for consideration.
  - Reflecting Blue, Green and Brownfield public assets.
- (c) **Will take account of existing significant / important tourism attractions within the 'Project Area', in close proximity to, and with potential to be connected to the Project Area e.g. South East Greenway and Waterford Greenway.**
- (d) **Property and sites considered of strategic tourism development potential however, located a short distance outside of the Project Area identified above, may be included within the Masterplan, subject to the prior agreement of the Project Steering Group.**

### 2.1.6 WIDER CONSIDERATIONS

Refer to the following Appendices for necessary context to further inform your understanding of Waterways Ireland's tender requirements.

Appendix 1 - Waterways Ireland's Statutory Remit, Governance and Commitment to Sustainable Development

Appendix 2 - Asset and Property Portfolio

Appendix 3 - Waterways Ireland Infrastructure Investment Programmes (2000-2025)

Appendix 4 - Indicators of Visitor Demand for the Barrow Line and Barrow Navigation

Appendix 5a - Relevant Data and Information Insights

Appendix 5b - Spatial Mapping Requirement - RFT section 3.1.7 |

## 2.2 Details of Options

Options, if exercised, may include the provision of additional services by the original supplier, which are in conformity with, and directly related to the basic project for which the contract was awarded. Examples of additional services may include additional meetings, research, report writing and presentations to stakeholders however the scope of the basic project will not be extended. Tenderers are required to provide a daily rate(s) for additional services, should the requirement arise.

Tenderers please note; there is no guarantee of additional services, and that all future requirements will be subject to operational need, budget availability and supplier performance. The optional daily rate is for information purposes and will not be taken into consideration in the evaluation of this tender. |

## 2.3 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	<b>Thursday 11<sup>th</sup> June 2026</b>
Closing date for Queries	<b>4pm local time on Tuesday 30<sup>th</sup> June 2026</b> Date after which the Contracting Authority will not normally issue supplemental information or responses to queries: (8 days before Closing Date for Tender Submissions.)
Closing date for Receipt of Tenders	<b>12 noon local time on Friday 10<sup>th</sup> July 2026</b>
Clarification meetings (if anticipated)	To be confirmed
Award decision	To be confirmed
Contract Commencement	ASAP after contract award

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

## 2.4 Termination of Contract

The Contracting Authority reserves the right at its sole discretion to terminate any contract where, due to matters outside its control, including but not limited to, increased costs arising from any changes in the Customs Union, which render the commercial arrangement uncompetitive.

# 3. DETAILED SPECIFICATION OF REQUIREMENTS

The Contracting Authority proposes to engage in a competitive process for the award of a contract as specified hereunder.

## 3.1 Specification

### CONTRACTED DELIVERY OUTPUTS

The Barrow Corridor Tourism Masterplan must deliver/reflect the following:-

- 3.1.1 An evidence-driven evaluation of the Barrow Corridor's current Tourism offerings, the strengths, challenges, needs and potential opportunities.
- 3.1.2 Integrate a Strategic Environmental Assessment (SEA) and Appropriate Assessment (AA) process into development of the Barrow Corridor Tourism Masterplan.
  - (a) The SEA and AA informing reports should be included as Appendices to the Masterplan.
- 3.1.3 Identify the critical enablers required to realise the Barrow Corridor's Tourism Development potential, whilst ensuring sustainable development that safeguards

waterway environments, and built and cultural heritage.

3.1.4 Unveil the captivating uniqueness of the Barrow Corridor through a clear and compelling Vision aligned with:-

- (a) Waterways Ireland's 10-Year Plan, 'Reimagining Our Waterways'.
- (b) Fáilte Ireland's Ancient East Regional Development Strategy and relevant Destination Experience Development Plans.
- (c) Other national and regional policies and plans detailed within Appendix 5a.

3.1.5 Translate the agreed Vision into a Roadmap setting out infrastructure investment and experience development projects/requirements that have the potential to deliver the following:-

- (a) Provide the best future investment opportunities to achieve the objective of enabling sustainable development of the Barrow Corridor, and increase its appeal to both Domestic and International audiences as a key tourism destination.
- (b) Optimise 'Value Creation' potential taking account of strategic directions confirmed through Waterways Ireland's Sustainable Development Strategy currently under commission.  
Embedding 'Value Creation' within the Action Plan should result in the future delivery of projects that achieve critical legacy outcomes:-
  - (i) The enduring functioning and development of the Barrow Line and Barrow Navigation and associated property, whilst preserving the surrounding natural, built and cultural heritage for future generations to experience.
  - (ii) Create sustainable social, economic and environmental opportunities throughout the Barrow Corridor, linked to a vast public asset and property portfolio, enabled through multi-functional on-water and off-water use by communities, visitors and the commercial sector.
- (c) Provide the catalyst for an increase in collaboration between industry providers and other public and private stakeholders within the 'Project Area'.

3.1.6 The Roadmap must include:-

- (a) A strategic assessment of all potential development opportunities identified (predominantly desk-based exercise).
- (b) The environmental designations relating to each opportunity site identified.
- (c) Prioritisation of the project opportunities based on an agreed Multi-Criteria Scoring Matrix (to include Visitor Number projections and Value Creation projections).
- (d) For the highest scoring 20 project opportunities, capture:-
  - The resourcing requirements
  - Order of Magnitude Costing
  - Interdependencies (External and Internal)

- Any obvious limitations
- Feasibility considerations
- Potential funding streams
- Indicative timeframes for delivery (Years 1-2, 3-5 and 6-10).
- Recommend circa 5 projects which should be the first to proceed to Preliminary Business Case stage (Preliminary Business Cases will be developed by Waterways Ireland). All projects recommended to proceed to preliminary Business Case should:- make a difference at scale; be deliverable and sustainable; offer Value for Money; be accessible and inclusive; and deliver for the public good.

NOTE: It is the Partners' ambition that projects prioritised within the Roadmap will be delivered during the 10-year lifetime of the Masterplan.

3.1.7 Spatial Maps evidencing the location of all projects identified within the Roadmap.

(a) The Spatial Maps should be underpinned by spatial analysis that harness insights and understanding from the most relevant data sets and reports. The Maps must incorporate the requirements specified within Appendix 5b.

(b) It is anticipated that Waterways Ireland will provide GIS Shape files to the appointed contractor with reference only to navigation, land and built property it owns on and along the Barrow Corridor (*i.e. on and along the 46 km Barrow Line extending from the summit level of the Grand Canal at Lowtown to Athy in Co. Kildare, and thereafter from Athy, on and along the 69 km Barrow Navigation to St. Mullins in Co. Carlow*).

(c) The appointed contractor will be responsible for obtaining GIS Shape files for all other Spatial Analysis requirements specified in Appendix 5b.

3.1.8 A summary report explaining the Masterplan and Spatial Maps, all of which should be provided in both Hard and Soft copy.

**The Barrow Corridor Tourism Masterplan must reflect:**

3.1.9 The environmental assessment findings emerging from this RFT taking account of existing national policy and best practice for recreation, tourism and development within areas of high ecological sensitivity and designated conservation sites. The Masterplan must therefore evidence appropriate management of the co-constraints of landscape, heritage, conservation, recreation and tourism.

3.1.10 International best practice for sustainable tourism development (e.g. VICE model: Visitors, Industry, Community, and Environment).

3.1.11 Waterways Ireland's modus-operandi of close partnership working with Local Authorities and sectoral bodies in delivering projects and programmes.

## Consultative requirements

3.1.12 All consultative engagement undertaken by the appointed Contractor will be conducted in accordance with a Consultation and Engagement Plan agreed by the Project Steering Group, with the Project Lead and other agreed representatives from the Project Steering Group attending all consultation meetings.

3.1.13 The Consultation and Engagement Plan will require the Contractor to take account of the considerations / consultations with:-

- (a) Senior representatives from Waterways Ireland as Lead Partner, Fáilte Ireland, and Local Authorities within the Project Area (Carlow, Laois, Kildare, Kilkenny and Wexford).
- (b) Waterways Ireland's cross-divisional project representatives.
- (c) Identified stakeholders throughout the Barrow Corridor. |

### 3.2 Duration

The contract will be for a period of **12 to 18** months.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be considered in exceptional circumstances.

### 3.3 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 contract. 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 will note that contract management activities will be non-billable.

### 3.4 Compliance with the Terms and Conditions

Award of contract will be subject to the successful tenderer agreeing to the Contract Terms and Conditions as contained in the appropriate Appendix.

### 3.5 Award to Runner Up

If having awarded a contract, the successful tenderer fails to deliver the contract in accordance with the terms and conditions, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer by mutual agreement based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

## 4. SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this contract, 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 requested.

### 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. Tenderers should provide information on proposed roles and relationships with the sub-contractor or partners.

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 contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

### 4.3 General, Legal 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 your 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			
<b>Tax</b>	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.		
<b>Turnover and Financial Standing</b>	<p>(a) Confirmation that the tendering party turnover exceeded €150,000] during <b>each</b> 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.</p> <p><b>In addition</b></p> <p>(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.</p> <p><b>Evidence of both statements will be required prior to the award of any contract.</b></p>		
<b>Insurance</b>	Confirmation of the following insurances being in place:		
	Insurance Type	<b>Required Value</b> €	<b>Required Value</b> STG£
	Employer’s Liability	€13 million	£10 million
	Public Liability	€6.5 million	£5 million

Product Liability	N/A	N/A
Professional Indemnity	€2 million	£1.75 million
Environmental Liability Impairment (EIL) (where there is risk of gradual pollution or contamination)	n/a	n/a
Cyber Insurance	n/a	n/a

#### 4.4 Technical Capacity 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 your tender being considered inadmissible.

Previous Contracts / Experience	Minimum Rule (Pass / Fail)
	<p><b>Tenderers must provide evidence clearly demonstrating their successful delivery of up to 3 previous comparable Contracts / Experience delivered in the past seven (7) years.</b></p>
	<p>For each contract/experience relied upon, Tenderers must demonstrate to the Contracting Authority how each of these contracts (when considered individually and/or cumulatively) are comparable in nature, scope, scale and complexity with the subject matter of this tender.</p> <p>Previous Contracts/Experience should evidence the following:-</p> <ol style="list-style-type: none"> <li>(1) Demonstrate lead responsibility in the preparation of transformational Planning and Tourism Development Masterplans for significant public and / or private sector property assets explaining the resulting transformative impact of the Masterplan for each client.</li> <li>(2) Demonstrate relevant experience of undertaking and integrating Strategic Environmental Assessments and Appropriate Assessments, explaining how these processes informed development of the Masterplans. Provide evidence of competency and experience in delivering such assessments for large-scale Masterplans.</li> <li>(3) Understanding of government policy requirements and how delivery of these can be supported / enabled through the collaborative development undertakings of other entities.</li> <li>(4) Reflect national and international guiding principles including alignment with the UN’s Sustainable Development Goals, and good practice.</li> </ol> <p>The evidence relating to each reference project should specify:</p> <ul style="list-style-type: none"> <li>▪ Client name;</li> <li>▪ Contract value;</li> <li>▪ Contract description;</li> </ul>

- Delivery dates; and
- Client testimony/feedback.

**NOTE: Waterways Ireland will evaluate (in aggregate) the comparability of the project(s) in nature, scope, scale and complexity with the requirements of the RFT.**

### 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 a 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 tenderers who 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.

The contract will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

Criterion A	Weighting	Maximum Marks	Minimum Marks Required
	30%	3000	N/A
<b>Title</b>	<b>Cost</b>		
<b>Description</b>	The fee proposal should deliver the Barrow Corridor Tourism Masterplan in accordance with the Tender Specification requirements. The Contracting Authority expects that the total calculated contract costs should be within the €150k price threshold, inclusive of VAT.		

It is intended that the Fee Proposal/Costing Schedule will act as the Pricing Matrix as envisaged by Clause 5.2 of the Standard Terms and Conditions. |

The Fee Proposal should reflect full project costs, and a separate Costing Schedule as provided at **Appendix 1** of the Tender Response Document should be included alongside the submitted Tender Response Document. Tender submissions should include the following:

1. **A detailed budget to develop and deliver the Barrow Corridor Tourism Masterplan, inclusive of expenses such as travel, associated costs, and any other costs as may seem appropriate.**
2. **A total Fee Proposal / Contract Price (excluding VAT) in Euro.**
3. **VAT rate(s) where applicable should be identified separately.**
4. **A total Fee Proposal / Contract Price inclusive of VAT in Euro.**

#### **COSTING SCHEDULE EXPLANATORY**

The Costing Schedule submitted with this Tender Response Document should include for the following and be in the form provided in the Costing Schedule spreadsheet (TRD - Appendix 1 - Costing Schedule) provided with the Tender Response Document:

(a) A Detailed Breakdown of Costs/Budget involved in delivering the contract. This should reflect the nature and number of consultancy days required, and be inclusive of expenses such as travel, associated costs, and any other costs. (**Appendix 1, Sheet 2 - Fee Proposal in Costing Schedule**).

(b) As part of their Detailed Breakdown of Costs/Budget, Tenderers must provide a schedule of rates for each of the staff members assigned to the project. Staff rates should be all inclusive rates and include for expenses such as travel, associated costs, and any other costs. (**Appendix 1, Sheet 1 - Key Personnel - Staff Rates in Costing Schedule**).\*

(c) As part of their Detailed Breakdown of Costs/Budget, Tenderers must provide a price for an **indicative 10 Virtual meetings**, identifying the **Virtual Meeting Rate** and the role/level of the staff member(s) hosting and/or attending the meeting. (**Appendix 1, Sheet 2 - Fee Proposal in Costing Schedule**)\*

(d) As part of their Detailed Breakdown of Costs/Budget, Tenderers must provide a price for an **indicative 4 In-person / Stakeholder Consultation meetings**, identifying the **In-person / Stakeholder Consultation Meeting Rate** and the role/level of the staff member(s) hosting and/or attending the meeting. The **In-person / Stakeholder Consultation Meeting Rate**

	<p>should be an all-inclusive rate i.e. inclusive of expenses such as travel, associated costs, and any other costs. <b>(Appendix 1, Sheet 2 - Fee Proposal in Costing Schedule)*</b></p> <p><i>For tendering purposes, tenderers are expected to make allowance for attendance at an In-person / Stakeholder Consultation meeting venue within a 3 km radius of Exit 15 on the N4 roadway. <u>Tenderers should note that</u> Waterways Ireland will book and incur the costs of hiring any external venues required, and related catering, since optimal venues will depend on the location base of the majority of consultees required to attend.</i></p> <p>(e) As part of their Detailed Breakdown of Costs/Budget, Tenderers must provide a <b>Daily Rate for Site Assessment Meetings</b>, identifying the role/level of the staff member(s) attending the meetings. The Site Assessment Meeting Rate should be an all-inclusive rate and be inclusive of expenses such as travel, associated costs, and any other costs. <b>(Appendix 1, Sheet 2 - Fee Proposal in Costing Schedule)*</b></p> <p><i>For tendering purposes, the Daily Rate for Site Assessment Meetings should reflect total car travel of 100 km over a 7.5 hour working day. Project Steering Group representatives and Waterways Ireland personnel will be in attendance.</i></p> <p><b>NOTE*</b> The day rates and/or staff rates and/or per meeting rates submitted in respect of (b), (c), (d) and (e) above are to be considered fixed/firm for the duration of the commission.</p> <p>In the event that there are any additional (c) Virtual Meetings and/or (d) In-Person / Stakeholder Consultation Meetings required, and/or (e) Site Assessment Meetings required, it is intended that the actual additional requirements will be finalized with the appointed contractor, and the relevant meeting rate applied.</p> <p><b>NOTE**</b> It is intended that the basis of contractor payments will be on phased completion of the Barrow Corridor Tourism Masterplan in accordance with Clause 5 of the Standard Terms and Conditions of contract. It is anticipated that phased payments will be agreed with the appointed contractor and payments will be governed by Clause 5 of the Standard Terms and Conditions. It is anticipated that any such phased payments will be in accordance with project delivery outputs specified within the Tender Specification (3.1), and to the satisfaction of Waterways Ireland, as Contracting Authority.</p> <p>Project delivery outputs will include a final presentation of findings to the Project Steering Group and Waterways Ireland's Senior Management Team.</p> <p>As stated within this RFT at section 3.3, "Tenderers will note that contract management activities will be non-billable".</p>
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Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	3000	1500
<b>Title</b>	<b>Methodology</b>		
<b>Description</b>	<p>This criterion will examine the tenderer’s proposal and consider the extent to which the submission meets the expectation of Waterways Ireland. The submission should include but not be limited to evidencing / providing the following:-</p> <ol style="list-style-type: none"> <li>1. Demonstrate the supplier understands the Tender Scope and contract delivery requirements, as detailed in Sections 2.1 and 3.1 of the RFT.</li> <li>2. Demonstrate understanding of the project challenges and opportunities within the Project Area / Barrow Corridor.</li> <li>3. An explanation of how the supplier would work with Waterways Ireland and the Project Steering Group and engage in a meaningful way, as set out in their Client Liaison Plan. This should demonstrate the nature of client liaison, reporting, how quality control measures will be managed, also reflecting superintendence arrangements together with the role and management of any sub-contractors, if any.</li> <li>4. Detailed work programme for the project, including the comprehensiveness, quality, technical merit and feasibility of the project work plan, a breakdown of the project into each of the required project stages, with projected timeframes and a delivery schedule for the stages required.</li> <li>5. Programming completion of this commission within 12 to 18 months from the date of contract signing.</li> <li>6. A schedule of anticipated required inputs from Waterways Ireland / Project Steering Group and when these are likely to be required.</li> </ol> <p><b>NOTE: The methodology should demonstrate relevant knowledge attained in formulating transformational Planning and Tourism Development Masterplans, by referencing relevant case studies in the public / private sector, of comparable complexity and scale.</b></p>		

Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	30%	3000	1500
<b>Title</b>	<b>Technical Merit of the Proposed Team</b>		
<b>Description</b>	<p>The quality and technical merit of the human resources proposed, whether from your own resource or from sub-contractors, will be assessed by reference to the Curricula Vitae of proposed personnel, as well as the proposed time allocation and relative input of the resources in delivering the services.</p> <p>The quality of the personnel proposed by Tenderers will be evaluated relevant to the Tender Specification requirements.</p> <ol style="list-style-type: none"> <li>1. Tenderers must demonstrate that they and their sub-contractors or partners (as may be relevant) have a suitable level of qualified / experienced personnel to deliver the contract. All key personnel must have, as a minimum, a relevant honours degree with 5 years’ experience or relevant professional experience of 7 years. Key personnel with demonstratable previous experience who do not meet the above criteria may be considered.</li> <li>2. Curriculum Vitae should include Education, Qualifications and / or Accreditation by Relevant Professional Body, employment history, length of time in the current organisation, portfolio of professional experience relevant to this Tender Specification, and competencies for each individual member of the team who will be engaged in delivering the contracted services.</li> <li>3. Provide an organisational chart showing the staffing structure of your organisation and the reporting lines for the members of the team proposed.</li> <li>4. Provide information on any sub-contractors or partners proposed, detailing their contract delivery role, relationship to the Tenderer, and how the sub-contractor / partner will be managed.</li> <li>5. Other relevant disciplines that may be called upon within your company to inform / support delivery of this commission should also be referenced.</li> <li>6. Tenderers must not make changes to the team proposed, either pre or post contract award, without first notifying Waterways Ireland and satisfying them that the replacement resource is of a standard equivalent to or above that which they are replacing.</li> </ol>		

	<p>7. In relation to the nominated staff, and sub-contractors where relevant, tenderers must complete the Costing Schedule (TRD - Appendix 1 - Costing Schedule) for the Project, this being a Responsibility Assignment Matrix identifying:</p> <p>(a) The individual responsibilities of all proposed Key Team Members (Sheet 1 - Key Personnel); and</p> <p>(b) Their individual activities and associated man-hours required for the delivery of the service, and percentage of their time that will be dedicated to the project (Sheet 2 - Fee Proposal).</p> <p>(c) The time(s) allocated to this project by staff grade, together with the rates provided by staff grade should underpin the overall cost for delivery of the project (Sheet 1 - Key Personnel).</p>		
<p><b>Criterion D</b></p>	<p><b>Weighting</b></p>	<p><b>Maximum Marks</b></p>	<p><b>Minimum Marks – 50%</b></p>
	<p>10%</p>	<p>1000</p>	<p>500</p>
<p><b>Title</b></p>	<p><b>Sustainability of the Delivered Contract</b></p>		
<p><b>Description</b></p>	<p>1. Tenderers are required to describe the impacts which they expect this contract to have in terms of greenhouse gas emissions, energy use, biodiversity, resource consumption and waste.</p> <p>2. 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.</p> <p>3. 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.</p> <p>4. The measures described under this criterion will form part of the terms of the contract with the successful bidder.</p> <p><b>Verification Bidders must provide:</b></p> <p>(a) A list of the expected environmental impacts of the contract.</p> <p>(b) A detailed description and timeline for the environmental measures to be implemented as part of this contract.</p>		

	(c) Explanation of how the impacts will be monitored and reported during the contract.
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**NOTE: 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 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

<b>Lowest Cost from a Bona Fide Tender</b>	<b>A</b>
<b>Cost for the tender being evaluated</b>	<b>B</b>
<b>Maximum Points available for Cost</b>	{3000}
<b>Formula employed</b>	$\frac{\{3000\} \times A}{B}$

### 5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
<b>90 – 100%</b>	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
<b>80 – 89%</b>	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
<b>70 – 79%</b>	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
<b>60 – 69%</b>	Good	A good response demonstrating good understanding offering assurance to client – well supported.
<b>50 – 59%</b>	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
<b>Less than 50% is unacceptable</b>		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

### 5.3 Clarification / Verification Meetings

Award of contract 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.

### 5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of 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 on the basis of 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 stated on the front of this tender document only (i.e. [www.etenders.gov.ie](http://www.etenders.gov.ie) or [www.etendersni.gov.uk](http://www.etendersni.gov.uk)). Only Tenders submitted to the nominated 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 submission of tenders is as stated on the cover of this Request for Tender (RFT) document. It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded / submitted by the designated deadline.

**(c) Queries**

The process for submitting queries shall be through the Questions and Answers facility provided through the nominated procurement portal as on the cover of this tender document. Queries, including any omissions which would prevent tenderers from submitting a comprehensive tender, should be raised as soon as possible and, in any case, at before the closing date and time for queries as stated on the cover page of this document.

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 is required. The period required is as stated on the cover of this document and this period commences 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 the procurement portal being used to advertise this tender. This pdf 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:

- (i) Award of Contract
- (ii) Letter of Regret
- (iii) 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; the applicable standstill period (for EU tenders only); scores of tenderer and that of successful tender; features and characteristics of successful tender 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 as stated on the cover page of this tender document.

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.

## WI-4 Request for Tender Contract Open Procedure

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 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 the contracting authority 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 as stated on the cover of this document.

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:

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- 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. The table below summarises the taxation rules depending on the place of supply and the place of establishment for the supplier.

<b>Supply to Locations in Ireland</b>			
<b>Supplier Based in</b>	<b>VAT</b>	<b>Tax Clearance</b>	<b>RCT</b>
<b>Ireland</b>	Supplier to charge vat in accordance with Irish VAT Rules	Required	The applicability of RCT will be identified on the cover page of this document.
<b>European Union Country (other than Ireland)</b>	Waterways Ireland self-account for VAT on the reverse charge basis		
<b>Supplier Based Outside European Union</b>	VAT position will be determined prior to award of contract		Where RCT applies to contracts (except haulage) Waterways Ireland will self-account for VAT on the reverse charge basis
<b>Supplier Based in the UK (post Brexit special conditions?)</b>	TBC		

<b>Supply to Locations in Northern Ireland</b>			
<b>Supplier Based in</b>	<b>VAT</b>	<b>Tax Clearance</b>	<b>RCT</b>
<b>Ireland</b>	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
<b>European Union</b>		Not Required	
<b>Supplier Based Outside European Union</b>			
<b>United Kingdom</b>	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.

**(cc) Freedom of Information**

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.

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A copy of the Freedom of Information Code of Practice is available on the contracting authority website [www.waterwaysireland.org](http://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 into 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**

As a cross border public body, the Contracting Authority must comply with all applicable data protection legislation within its relevant jurisdiction(s) of operation including,

- Data Protection Act 2018 (Ireland)  
and
- UK GDPR (General Data Protection Regulation) and the DPA (Data Protection Act) 2018,

Where the contract resulting from this tender competition involves the processing of **Personal Data**, as defined by the applicable Data Protection legislation in Ireland or Northern Ireland, it will be a requirement that contractors engaged sign and implement an Addendum to contract, in compliance with the data protection legislation and regulations as applicable in Ireland, Northern Ireland or both.