

OPEN PROCEUDRE
REQUEST FOR TENDER
SINGLE-OPERATOR FRAMEWORK AGREEMENT

Scope of Framework	Single Party Framework Agreement for Waterways Ireland's Hydrometric Measurement Network & associated services. Tender Ref 8573697
Procedure	Open Procedure
Delivery in	ROI & NI
Currency of Tender	Euro €
Issue Date	3 rd July 2026
Closing Date for Queries	Tuesday 28 th July 2026 at 12 Noon
Closing Date for Tender Submissions	Wednesday 12 th August 2026 at 12 Noon
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. Capitalised terms in this document shall have the meanings given to such terms in the Framework Agreement save where such term is separately defined in this document or the context otherwise requires.

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 The Contracting Authority

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.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 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

This Framework Agreement relates to the provision of Waterways Ireland's hydrometric measurement network & associated services

2.1 Type of Framework

This competition relates to a Single Party Framework established with one economic operator, thereafter that economic operator being entitled to be considered for all orders within the scope of the framework.

The Framework Agreement establishes the overarching terms and conditions governing the provision of the Services during the Framework period. Initial Orders will be awarded at the point of Framework establishment. Any subsequent Orders will be awarded at the point of Framework establishment. Any subsequent Orders arising during the Framework period may be placed directly with the appointed Framework member without reopening competition provided such Orders fall within the scope of the Framework Agreement.

In the context of a single-party framework agreement, the successful framework member does not have to compete for each new order.

It is emphasised that a framework agreement constitutes no guarantee to purchase a specific quantity of supplies or services from a particular economic operator. Indeed, the Contracting Authority reserves the right to operate outside of the framework agreement at its discretion, particularly should it become apparent that doing so would offer greater value for money. Notwithstanding the foregoing, the framework agreement approach has been adopted in order to leverage efficiencies and maximise cost savings over the duration of the framework.

2.2 Scope of Requirements under the Framework

The scope of the Framework is for the servicing, maintenance and web-hosting of the Waterways Ireland existing hydrometric network and is further set out below. It is intended to establish the Framework Agreement on foot of this competition. At the point of establishing the Framework Agreement two (2) initial Orders shall also be accepted. Details of the requirements for these Orders are detailed within this document along with an overview of potential future Orders.

The successful Tenderer shall provide reasonable assistance at Framework expiry or termination including the orderly transfer of operational data, system information and historical records to Waterways Ireland or any replacement services provider.

2.3 Summary Specification of the Initial Orders

The two (2) initial Orders shall be as follows: -

- 1) **Annual Servicing** -Service and Supply of hydrometric devices and their ancillaries to ensure the existing hydrometric network is maintained. This initial Order and thus the associated Contract there after shall be for a 4 year duration and shall include;
 - a) Calibration, repair and maintenance of the existing network of OTT instruments;
 - b) Provide and manage a system that allows each device (existing and new) to collect and store the associated data as well as transmit it remotely at varying intervals to a web-hosting platform;
 - c) Supply, install, calibrate and maintain replacement water level devices, water temperature recorders, flow devices and weather stations;
 - d) Provide a call out service, which includes out of hours in order to rectify a network failure or device failures.
 - e) Liaise with WI in regards to the surrounding maintenance and access to device.
- 2) **Web-hosting platform** - Provide and manage a web-hosting platform for hydrometric data. This initial Order and thus the associated Contract there after shall be for a 4 year minimum duration, exact start date and as such the duration of this Order is subject to who the supplier of web-hosting system is due to a potential cross over of existing arrangements. Under this Order the Service Provider shall:
 - a) Provide and manage a web-hosting platform. This platform will be required to, as a minimum, store and monitor hydrometric data and to raise alarms when abnormally high or low water level or flow events occur;
 - b) Migrate the existing historical data so it can be stored in the new web-hosting platform.

In relation to the above, the Service Provider shall carry out any work (including any construction work) whether of a permanent or temporary nature and provide everything necessary and required for performance of the Order(s). Furthermore, due to the nature of the hydrometric network the Service Provider may be required to supply their own boat to facilitate the installation, calibration and maintenance of the devices.

Please refer to Scope of Services for more detailed requirements

2.4 Details of Contracts Arising Over Life of Framework Agreement

In addition to the initial Order(s), the Framework Agreement may also be used, in particular, for the following types of Orders:

- a) Supply/ relocate, install, calibrate and maintain new water level devices, water temperature recorders, flow devices and weather stations;

- b) Supply, install, calibrate and maintain new environmental/hydrometric devices to help meet WI changing requirements;
- c) Provide training to Waterways Ireland employees regarding any device existing or new and/or the web-hosting platform;
- d) Sustainability improvements to the existing network;
- e) Maintenance, data collection, procurement and /or installation of smart controllers, smart pumps and associated water level and flow devices and ancillaries, likely with different requirements to those detailed in the Scope of Services.
- f) Project specific monitoring, testing and data collection: structural, environmental and/or hydrological;
- g) Analysis of data for water, structural or environmental management and/or research purposes;
- h) Check existing topographical survey device datum's of the network; and
- i) Any other related device installation, monitoring or reporting that is required to meet WI changing requirements.
- j) The inclusion of potential future requirements within this section does not constitute a guarantee of expenditure of minimum volume of Orders.

There is no guarantee of Orders, but where they arise, the Contracting Authority will consult with the Service Provider under and in accordance with the Framework Agreement.

2.5 Framework Management

The Contracting Authority requires tenderers to nominate a dedicated Framework Manager who will act as the main point of contact for the duration of the Framework Agreement. This person shall have the authority to deal with all matters in relation to orders and be responsible for the satisfactory delivery of the Services required. The duties of the Framework 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 framework management activities will be non-billable.

2.6 Anticipated Timeline

The following indicative timeline is envisaged for this procurement:

Issue RFT	3 rd July 2026
Closing date for Queries	Tuesday 28 th July at 12 Noon
Closing date for Receipt of Tenders	Wednesday 12 th August at 12 Noon
Clarification / verification meetings (if anticipated)	TBC
Award decision	TBC
Framework Agreement Commencement	TBC

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

3. ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes to engage 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 orders may or may not be awarded.

3.1 Numbers Admitted to the Framework Agreement

The Framework Agreement will be established as a single-party framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 Duration of the Framework Agreement

The Framework Agreement will be for a maximum period of a maximum of four (4) years, two (2) plus one (1) plus one (1), subject to annual review, satisfactory performance, business needs and budgetary constraints. For the avoidance of doubt, the Contracting Authority confirms that the period of any orders awarded under the Framework Agreement may extend beyond the date of expiry of the Framework Agreement. It should be noted that the Contracting Authority reserves the right to tender outside of the Framework Agreement for services at its sole discretion.

3.3 Estimated Value of the Framework Agreement

The estimated total value of purchases under the Framework Agreement over its full duration is anticipated to be between €700,000 and €1,200,000 excluding VAT. The upper value represents the maximum estimated Framework value and no guarantee of expenditure is implied.

3.4 Awarding Contracts under the Framework Agreement

In the case of this single-party Framework Agreement, Orders may be awarded directly to the appointed Framework member during the Framework period without reopening competition provided such Orders fall within the scope, nature and overall estimated value of the Framework Agreement.

3.5 Right to Tender outside of the Framework

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

3.6 Compliance with the Terms and Conditions of the Framework Agreement

Admission to the Framework Agreement will be conditional upon acceptance of all of the provisions of the Contracting Authority's Framework Agreement 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 for any reason, it is not possible to establish the Framework Agreement or award the initial Order(s) to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right, at its discretion and subject to legal and operational considerations to engage with the next highest ranked tenderer to establish the Framework Agreement 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.

Likewise, if having awarded any Order(s) under the Framework Agreement, the Service Provider cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the Order and their membership of the Framework Agreement and to award any Order(s) and Framework Agreement by mutual agreement to the next highest-ranked tenderer on foot of the original procedure 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 the 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 and any Order(s) 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.
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Turnover and Financial Standing	(a) Confirmation that the tendering party turnover exceeded €200,000 overall annual average turnover in 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.
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Insurance	Confirmation of the following insurances being in place:
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	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
	Cyber Insurance	€2.5million	£2 million

4.4 Technical Criteria

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 two (2) previous comparable contracts / experience, involving the following features:	
Technical Resource Required	Minimum Requirement
Tenderers must clearly demonstrate their capability to supply, service, maintain and install hydrometric devices within a water based environment by providing details of contracts undertaken within the past three (3) years that are similar in scope, scale, nature and complexity as required by the Contracting Authority for the Framework Agreement. To demonstrate expertise, competence and relevant experience, the minimum submission requirement by the Tenderer is a list of contracts (minimum of two contracts in the last three (3) years) that they have been directly responsible for managing and executing and that had a minimum value of €60,000 or £40,000 per annum for the following items: • Supply, service, maintenance and installation of water level devices, water temperature recorders, flow devices and weather stations of a similar type and purpose as that required in the initial Orders for the Framework Agreement. • At least one project must include the servicing and maintenance of OTT hydrometric equipment or equivalent ("equivalent" must reflect any equipment proposed by the Tenderer as part of their Tender submission) to ensure that the Economic Operator has the ability to maintain Waterways Ireland's existing (or replacement network, if tenderer proposing replacement of equipment) network, evidence to prove that the economic operator will have this capability for the duration of the Framework will be requested.; and • Provision and management of a web-hosting platform. Each of the examples submitted by the economic operator must include, as a minimum, the following information:- • Dates the contract was undertaken and completed; • Value of the contract; • Details of the contract (scope and nature); • A description of the economic operators input including roles and responsibilities undertaken for the contract.	

By way of indication to Tenderers, the nature of the supply, service and works would be expected to fall under the CPV codes for Laboratory, optical and precision equipment (CPV 38000000-5) and/or Construction work for water projects (CPV 45240000-1).

Tenderers should note that if it intends to use examples of work undertaken within a framework or term contract, examples must be based upon specific details/value of individual contracts delivered.

Tenderers should note that during the assessment of the tenders and when Waterways Ireland has identified an apparently successful tenderer it may check the accuracy of:

- The information and examples the apparently successful tenderer has referenced.

Tenderers will provide, contact points within all clients that can confirm the accuracy of the above information. A tenderer may be excluded from the procurement competition if all client contact points cannot confirm that the information is accurate and not false, misleading or inaccurate.

Health & Safety

Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Health and Safety legislation and regulations:

- the Safety, Health & Welfare at Work Act, 2005 and Safety, Health and Welfare at Work (Construction) Regulations 2013 for the Republic of Ireland; and
- Health and Safety at Work (Northern Ireland) Order 1978 and The Construction (Design and Management) Regulations (Northern Ireland) 2016 for Northern Ireland.

To this end Tenderers must demonstrate that they have in place appropriate method statements etc for servicing, maintenance and installations. 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 or in-house. Please complete the TRD.

RYA Level 2 Powerboat Certificate of Compliance

Tenderers must provide information which confirms at least one employee has undertaken the necessary training, has obtained and maintains a RYA level 2 Powerboat Certificate of Compliance. 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.

The framework 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
	60%	6000	N/A
Title	Ultimate Cost		
Description	Tenderers shall complete Cost Criterion A as required and set out in the TRD, this shall include the completion of the two (2) pricing documents.		
Criterion B	Weighting	Maximum Marks	Minimum Marks – 50%
	12%	1200	600
Title	Methodology for delivery of the Annual Servicing		
Description	The Tenderer shall provide a detailed methodology for delivering the Services as set out in the Scope of Service in Sections 4.1 and 5.0. The tenderer shall structure their response to clearly address how they will provide the following services as a minimum: a) Calibration, repair and maintenance of the existing network of OTT instruments; b) Provide and manage a system that allows each device (existing and new) to collect and store the associated data as well as transmit it remotely at varying intervals to a web-hosting platform; c) Supply, install, calibrate and maintain replacement water level devices, water temperature recorders, flow devices and weather stations;		

	d) Provide a call out service, which includes out of hours in order to rectify a network failure or device failures. e) Liaise with WI in regards to the surrounding maintenance and access to device. The tenderer shall provide specific details of the devices they are proposing to be used for replacements and how they meet the minimum requirements outlined in the Scope of Service.		
Criterion C	Weighting	Maximum Marks	Minimum Marks – 50%
	12%	1200	600
Title	Methodology for delivery of the Web Hosting Platform		
Description	The Tenderer shall provide a detailed methodology for delivering the Services as set out in the Scope of Service in Section 4.2. The tenderer shall address how they will provide the following services as a minimum: a) Web-Hosting Platform & Data Migration: Provide and manage a web-hosting platform to receive, process, display, and store hydrometric data, including raising alarms for abnormal events. The methodology must detail how a minimum of 3 years of existing historical data will be migrated to the new platform without loss or continuity of data. b) System Backup & Recovery: Detail the backup methodology, specifically demonstrating how scheduled backups will facilitate Point in Time Recovery (PITR) while the system remains operational , and outline the process for retrieving dropped data following communication failures . c) Hosting Security & Incident Reporting: Outline the security architecture, including the provision of Base Multi Factor Authentication (MFA) and data integrity verification . The tenderer must detail their security accreditation (Cyber Essentials as a minimum, or ISO 27001-2) and provide clear protocols for cyber incident reporting and notifying the Waterways Ireland Project Manager of platform faults or routine maintenance		

	d) KPI: Demonstrate how the platform will maintain high availability specifically detailing how the system will meet the KPI of 98% availability with no single downtime event exceeding 24 hours. e) Data Ownership & Export (Business Continuity): The methodology must outline the procedures for the transfer and export of operational data (in standard formats such as CSV and Excel) both during the contract and at contract expiry to avoid supplier lock-in and ensure business continuity It is recommended that the Tenderer provides a link to an existing platform that they propose to utilise or as a minimum it is expected that screenshots of the platform with explanatory text are provided so that a full understanding of how the system would meet the minimum requirements as set out in the Scope of Service document.		
Criterion D	Weighting	Maximum Marks	Minimum Marks – 50%
	7%	700	350
Title	Project Team		
Description	Tenderers are required to provide details of the key personnel who will take responsibility for the: 1. Management of the Framework Agreement at Director/Senior Management Level 2. Supervision of call-off contracts at Director/Senior Management level 3. Day to day management of services and/ or works projects; and, 4. Delivery of the services and or works to be provided under the Framework Agreement. Tenderers are required to provide a brief description of their management structure relevant to this Framework Agreement with a management chart showing the management structure and staffing resource for managing the Framework Agreement. Tenderers must provide an organisational chart and not more than (3) CVs of the key personnel who will be dedicated to this Framework Agreement indicating qualifications, relevant skills, and experience		

		(within the last 3 years dating back from the Tender Submission Date and Time) of leading, managing and delivering projects of a similar scope, scale and complexity envisaged under the Framework Agreement. The below key personnel proposed must have the relevant experience for their role as follows: • Partner/Director/Equivalent – 10 year experience in Hydrometric devices and contracts, • Senior Professional (Project Manager/ Engineer/ Surveyor / Contracts Manager) – 5 year experience in Hydrometric devices and contracts, All other personnel must have suitable experience and qualifications for their role. Tenderers must also confirm that the personnel put forward are currently employed by the Tenderer or that their services remain available to the Tenderer.	
Criterion E	Weighting	Maximum Marks	Minimum Marks – 50%
	4%	400	n/a
Title	Innovation & Added Value		
Description	Tenderers shall provide details of any innovation or added value they propose to bring to the contract at no additional cost to the Contracting Authority for example procedures for the disposal or recycling of obsolete devices, the sustainability of new or replacement equipment etc. Tenderers should provide practical examples demonstrating the anticipated benefits to Waterways Ireland.		
Criterion F	Weighting	Maximum Marks	Minimum Marks – 50%
	5%	500	n/a
Title	Environmental and sustainability impacts		

Description	The tenderer shall describe how they will minimise environmental impact associated with the delivery of the Services and operation of the Framework Agreement throughout its lifecycle. Responses should include where applicable: • Measures to reduce unnecessary travel and site visits • Use of remote monitoring and diagnostic technologies • Environmentally sustainable installation and maintenance practices • Energy efficient equipment and systems • Management, reuse, refurbishment or recycling of obsolete devices and components • Reduction of waste and packaging • Sustainable procurement of materials and consumables • Minimisation of environmental disturbance during installation and maintenance activities • Carbon reduction initiatives relevant to service delivery • Any additional environmental or sustainability initiatives proposed by the Tenderer Tenders should provide practical examples demonstrating how such measures will be implemented during delivery of the Service.
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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.

NOTE 2: Tenderers should note that they must achieve a minimum of 50% of the available marks under each of criterion B to D above. Less than 50% is unacceptable and considered ineligible for further consideration

5.1 Methodology for Calculating the Cost Score

The lump sum cost submitted for each initial order will be combined to calculate the Total Lump Sum. It should be noted that the lump sum cost for each initial order comprises fixed prices as well as notional values for certain items.

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:

Lowest Cost from a Bona Fide Tender	A
Cost for the tender being evaluated	B
Maximum Points available for Cost	6000
Formula employed	$\frac{6000 \times A}{B}$

5.2 Methodology for Calculating Scoring of Qualitative Criteria

Score	Meaning	Interpretation
90 – 100%	Outstanding	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 – 89%	Excellent	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	Very good	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	Good	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	Acceptable	An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.
Less than 1 is unacceptable		

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

5.3 Clarification / Verification Meetings

Award of contract/membership of the Framework Agreement 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.

Such meetings shall not result in material alteration of tenders or negotiated changes to submitted bids.

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 Framework Agreement.

5.4 Clarification of Abnormally Low Tenders

If the Contracting Authority considers a tender submission to be abnormally low, commercially unsustainable or otherwise problematic having regard to the proposed pricing, resource allocation, staffing levels, methodology, indicative hours or any other aspect of the tender submission, the Tenderer may be required to provide such clarification, supporting evidence and cost breakdown information as the Contracting Authority considers appropriate.

Such clarification may include, but shall not be limited to:

- Pricing breakdowns
- Labour rates and staffing assumptions
- Subcontractor arrangements
- Equipment and material costs
- Hosting or software licencing costs
- Proposed response/call-out arrangements
- Compliance with statutory employment obligations
- Health and safety obligations
- Sustainability of the proposed delivery model
- Any assumptions or efficiencies relied upon in preparing the tender

The Contracting Authority reserves the right to assess whether the Tenderer has satisfactorily demonstrated that the tender is viable, deliverable and capable of being performed in accordance with the requirements of the Framework Agreement and associated Orders.

Any failure to satisfactorily respond to such clarification requests, or to adequately address the concerns identified by the Contracting Authority may result in the tender being rejected on the basis that it is considered abnormally low or commercially unsustainable.

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	
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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	
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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 6 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; 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.

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

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

(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 Framework Agreement 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.

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 order(s) formed thereunder.

(cc) Freedom of Information

In order to comply with legislation on the Freedom of Information Waterways Ireland 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.

Tenderers should clearly identify any information considered commercially sensitive or confidential and provide justification as to why such information should not be disclosed.

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.

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 jurisdictions.