Waterways Ireland
Uisce bhealaí Éireann Watterweys Airlann

REQUEST FOR TENDER
OPEN PROCEDURE
FOR AGGREGATE SPEND OVER €50,000 (Excl. Vat)/£50,000 (incl. Vat)
(delete amount and currency where appropriate)

Title of Contract	
Estate Management Strategy	
Waterways Ireland Reference	**8879889**
eTenders Reference (Resource ID):	**8879889**
Open Procedure	Below OJEU Value
Delivery In	ROI & NI
Key Dates	
Issue Date	Friday 11th September
Closing Date for Queries	Wednesday 30th September at 12 Noon
Closing Date for Tender Submissions	Friday 9th October 2026 at 12 Noon
Contact for Queries	**Messaging facility** on www.etenders.gov.ie **only**
Format for submission of quotations	**Post-box facility on** www.etenders.gov.ie **only**

Tender Parameters	
Description of Parameter	Requirement Applicable
Please state Tender Validity in months	12 months
Currency of the Tender	Euro €
Place of Supply	ROI & NI
Relevant Contracts Tax (RCT)	Does/does not apply to the contract
In this Request for Tender the processing of Personal Data under GDPR	Applies to this contract

IMPORTANT NOTE

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

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

CONTENTS

1. ABOUT THE CONTRACTING AUTHORITY

1.1 About Waterways Ireland

Waterways Ireland is one of six North-South Implementation Bodies, established under the British-Irish Agreement Act of 1999. We are the cross-border navigational authority responsible for the management, maintenance, development, and restoration of 1,100 km of inland navigable waterways principally for recreational purposes. Our Headquarters are in Enniskillen Co. Fermanagh, with regional offices in Dublin, Carrick-on-Shannon, Co. Leitrim, and Scariff, Co. Clare. We employ 350 permanent staff located at offices and sites close to the inland waterways who are assisted by a team of seasonally recruited staff reflecting the seasonality of the organisation's remit. Waterways Ireland creates social, economic, and environmental well-being to the value of €600m annually.

Waterways Ireland is the navigation authority for 1,200 km of navigable inland waterways, comprising:

- Lower Bann Navigation
- Erne System
- Shannon-Erne Waterway (SEW)
- Shannon Navigation

- Royal Canal
- Grand Canal
- Barrow Navigation
- Ulster Canal (Upper Lough Erne to Clones)

In July 2007, it was agreed by the North/South Ministerial Council (NSMC) to include responsibility for the reconstruction of the Ulster Canal from Upper Lough Erne to Clones, and following restoration, its management, maintenance, and development, principally for recreational purposes to Waterways Ireland's remit.

At an operational level, Waterways Ireland is responsible for a vast range of infrastructure assets including navigation channels, embankments, towpaths, adjoining lands, harbours, jetties, fishing stands, bridges, culverts, aqueducts, overflows, locks, sluices, and lock houses along with buildings and archives. The current valuation of the rebuild costs of this infrastructure is estimated at €809 million. Waterways Ireland's work programs are critical to providing a safe and high-quality recreational environment for customers, whilst preserving the industrial and environmental heritage of the waterways for future generations. Our Purpose is:

> ***To be the custodian of the inland navigations and collaborate to reimagine, maintain, develop and promote them to sustain communities, environment and heritage.***

Our Vision is to bring our waterways to life – full of recreational and commercial activities, havens rich in wildlife and biodiversity, and positively transformational both in terms of enriching people's lives and regenerating the many rural and urban communities and regions through which the waterways pass. Our Vision is:

> ***Creating inspirational inland navigations and waterways experiences through conservation and sustainable development for the benefit of all.***

To realise our Vision, Waterways Irelands focus remains on achievement of six strategic priorities based on extensive user and stakeholder engagement following the completion of our Long-term Plan:

1. **Organisation Development & Governance**
2. **Sustainable Funding Model**
3. **Asset Portfolio Management**
4. **Participation & Reputation**
5. **Sustainable Development**
6. **Climate Action, Environment & Heritage**

Our ***Values***, as behavioural guidance, are critically important to the organisation as they are essential to the successful implementation of the Long-Term Plan as well as driving cultural change and development in the organisation

PASSIONATE	COLLABORATIVE	ACCOUNTABLE	INNOVATIVE
We are **passionate, enthusiastic** and **dedicated** to the work and services we delivery. We listen to our stakeholder needs and **strive to exceed expectation.**	We work collaboratively internally and externally to achieve objectives, whilst helping and supporting each other for our collective goal.	We **deliver the best** and **hold ourselves accountable** for the results. We are **responsible**, act with **respect** and operate in a **safe** and **sustainable** manner.	We strive to **continuously improve** in the delivery of quality services and infrastructure. We aim to promote a **culture of quality, creativity, diversity and excellence.**

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 encourage participation by Small and Medium Enterprises (SMEs) in this competition.

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 REQUIREMENT

2.1 Overview of the Requirement

Waterways Ireland's Vision is:

"Creating inspirational inland navigations and waterways experiences through conservation and sustainable development for the benefit of all"

The Vision reflects the aspiration to bring the waterways to life – full of recreational and commercial activities, havens rich in wildlife and biodiversity, and positively transformational both in terms of enriching people's lives and regenerating the many rural and urban communities and regions through which the waterways pass. This is achieved through a number of strategies and plans, chief amongst them is its 10-Year Plan (2023- 2032) which adopts the following six Strategic Priorities:

1. Organisation Development & Governance.
2. Sustainable Funding Model.
3. Asset Portfolio Management.
4. Participation and Reputation.
5. Sustainable Development.
6. Climate Action, Environment and Heritage.

The development of an Estate Management Strategy is a key organisational output under Strategic Priority 3, Asset Portfolio Management.

Waterways Ireland's estate is extensive in Ireland and Northern Ireland comprising circa 178 buildings together with associated land holdings. The portfolio includes administrative offices, operational accommodation, heritage and historic buildings, agricultural land holdings and other land and property assets, reflective of the widespread functions of the organisation.

As set out in its 10-Year Plan, Waterways Ireland is committed to managing its assets sustainably; balancing environmental, social, heritage and economic requirements at a local and national level. We will do this by delivering a robust framework by which we manage our assets, enabling informed decision making and sustainable funding that balances requirements, across the whole asset lifecycle of our assets. This framework will be delivered, inter alia, through the existing Asset Management Framework and through an aligned Estate Management Strategy.

In 2019, Waterways Ireland commissioned an Asset Management maturity assessment aligned to good practice sources[1]. An Asset Management Improvement Programme was subsequently developed to address gaps identified. Implementation has been ongoing since 2020, focusing on areas such as strategy and planning, asset management decision making, lifecycle delivery, asset information, and asset management capabilities including competencies and supporting technologies. As defined in its Asset Management Framework, Waterways Ireland has 18 principal assets ranging from locks and bridges to earthworks and navigation markers. It also includes buildings but does not cover land assets (attached Asset Management Framework).

An Estate Management Strategy will also form part of this framework to manage assets, allowing Waterways Ireland to create an effective, efficient and sustainable waterways estate which will provide value for money for the taxpayer, reduce our environmental impact, enhance our corporate social responsibilities, transform the way our employees work and contribute to our growth in income agenda.

The Estate Management Strategy, whilst aligned to the Asset Management Framework, will focus only on land and buildings. It will sit as an Organisational Strategic Plan alongside and aligned with key corporate plans including the 10-Year Plan, Climate Action Plan, and Heritage Plan.

Waterways Ireland recognises that its operational estate requirements in particular, have evolved in recent years in response to a number of factors including increasing operational and energy costs, changing workplace practices, adoption of hybrid working following the COVID-19 pandemic, and the need to meet climate action and decarbonisation objectives. These changes provide an opportunity to consider how to optimise the operational estate, improve space utilisation, reduce operating costs and ensure that the property portfolio remains aligned with future organisational needs.

Outside of its operational accommodation, the diversity of the wider estate may also present opportunities through the appropriate reuse, regeneration, redevelopment or disposal of underused property, together with opportunities for partnership working and sustainable income generation.

2.2 Details of options (if applicable)

Please provide an optional daily rate, should any additional work requirements arise. Note that this rate is for information purposes and will not be taken into consideration in the evaluation of this tender.

2.3 Anticipated Timelines

The Following indicative timeline is envisaged for this procurement:

Issue RFT	Friday 11th September

[1] ***Including ISO55000 Series of Standards, Global Forum on Maintenance & Asset Management (GFMAM) and Institute of Asset Management (IAM)**

Closing Date for Queries	Wednesday 30th September at 12 Noon
Closing date for Receipt of Tenders	Friday 9th October at 12 Noon
Clarification Meetings (if anticipated)	TBC
Award Decision	TBC
Contract 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.

2.4 Termination of the Contract

Termination of the Contract will be governed by the termination provisions contained in the Contract Terms and Condition.

3. DETAILED SPECIFICATION AND DELIVERABLES

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

3.1 Specification

REQUIRED SERVICES AND DELIVERABLES

3.1.1 Objective

Waterways Ireland wishes to commission a comprehensive Estate Management Strategy that ensures that the property estate is

- aligned with corporate objectives and service delivery,
- operationally efficient and financially sustainable,
- appropriately sized and configured to meet current and future business needs,
- optimized to maximise value from its land and property assets and,
- informed by opportunities for appropriate reuse, redevelopment, rationalization and investment.

Whilst the Strategy will consider the entire estate, particular emphasis shall be placed on Waterways Ireland's operational estate, with specific focus on the Headquarters building due to its strategic importance, operational function and significant operating costs.

Waterways Ireland invites tenders from suitably qualified tenderers to prepare an Estate Management Strategy.

3.1.2 Deliverables

- **Estate Management Strategy**

Develop a corporate Estate Management Strategy (minimum 5-year horizon) that sets out a clear vision, strategic objectives and an implementation roadmap aligned with the organisation's 10-Year Plan, statutory remit and relevant corporate strategies.

- **Baseline Estate Assessment**

Undertake a comprehensive analysis of the current estate to establish an evidence-based understanding of the current portfolio, including its composition, strategic role, utilisation, occupancy, operating costs, maintenance profile, environmental performance and contribution to service delivery. The assessment shall include establishment of an estate classification framework to reflect Waterways Ireland's operational requirements, statutory responsibilities, heritage and biodiversity obligations and strategic objectives.

A summary Asset Inventory is provided in Appendix 2 showing asset type, location and utilisation. The successful tenderer will be furnished with a more detailed Asset Inventory, and other existing reports and information, including property valuations, maintenance and condition information, energy and utility data, where available. The successful tenderer should review the available information and identify any significant gaps, inconsistencies or limitations in the available data that may affect the development of the Estate Management Strategy.

Waterways Ireland's environmental and energy datasets are of varying completeness but will be provided to the successful consultant (e.g. Energy Audits, SEAI M&R data). Ecological survey coverage is also available and can be furnished in GIS format (where available and not estate wide). The successful Tenderer shall not assume that reported historic energy, emissions or ecological data is complete, and shall state the confidence attaching to each dataset relied upon.

- **Estate Review**

Given the scale and diversity of the property portfolio, the Estate Review will be undertaken in three phases. The level of assessment required for each phase is set out below and represents the minimum level of review to be undertaken by the successful Consultant. Tenderers may propose additional analysis where they consider it necessary to deliver the objectives.

Phase 1 – Principal Operational Estate Review (17 offices including HQ)

A detailed review shall be undertaken of the 17 principal office locations (15 properties are Waterways Ireland-owned and a further 2 are leased from third parties), commencing with the Headquarters building as the primary administrative hub. The review should assess, as a minimum:

- current use, function and operational role,
- occupancy and space utilisation,
- current and future accommodation requirements,
- suitability for service delivery and future work practices,
- operating, occupancy and maintenance costs,
- energy and environmental performance,
- lease arrangements and key considerations,
- investment, refurbishment or other interventions required to support the preferred future role of each property.

The review shall include a specific and detailed assessment of the HQ building reflecting its strategic importance, function and significant operating costs.

The successful Tenderer will undertake site visits to all 17 properties within Phase 1 as part of the review. They will also consult with the appropriate Regional Manager / Office Manager and/or other relevant staff for each property.

The Phase 1 output shall comprise a detailed Phase 1 Findings Report, reflecting the detailed assessment undertaken of the 17 principal operational offices and including specific findings and recommendations in respect of HQ.

Phase 2 –Operational Estate Review (92 operational buildings)
The remaining 92 operational buildings (90 properties are Waterways Ireland-owned and 2 are leased from third parties), shall be subject to a proportionate strategic review. As a minimum, the review shall consider:

- current use, function and operational role,
- current and future accommodation/utilisation requirements,
- operating, occupancy and maintenance costs,
- energy and environmental performance,
- lease arrangements and key considerations,
- investment, refurbishment or other interventions required to support the preferred future role of each property.

It is not expected that Site visits will be required for every Phase 2 property. The Phase 2 properties are listed in Appendix 2 by location and asset type and as part of their tender submission, Tenderers should set out their proposed approach to selecting Phase 2 properties for site visits including the minimum number /proportion or categories of properties they consider appropriate to visit and the rationale for their approach. The successful Tenderer will agree a site visit programme with the Contract Manager at the outset of the commission and identify any additional properties where a site visit becomes necessary as the review progresses.

Consultation with the appropriate Regional Manager / Office Manager and/or other relevant staff will be required.

Phase 3 - Wider Estate Review (73 buildings and land)
Review the wider property portfolio, comprising approximately 73 heritage and non-operational assets and associated land holdings, more particularly described in Appendix 2. The review should identify sustainable opportunities for redevelopment, regeneration, adaptive reuse, partnership working, income generation, enhancement of public value and disposal of surplus assets, having regard to Waterways Ireland's statutory responsibilities and organisational objectives.

Site visits are not anticipated as part of the review of Phase 3 properties unless where considered necessary to assess identified opportunities or constraints in greater detail. Consultation with the appropriate Regional Manager and other relevant staff will be required.

The Phase 2 and Phase 3 outputs shall comprise Phase Finding Summary Reports providing the required assessment of the relevant properties and identifying key issues, opportunities, priorities and any properties requiring further investigation.

The Estate Review will be undertaken in accordance with the phased delivery programme set out under Section 3.2, with priority given to the detailed assessment of the HQ building and the principal operational estate, comprising the remaining 16 office buildings.

- **Estate Optimisation Plan**

Develop a prioritised Estate Optimisation Plan identifying short-, medium- and long-term opportunities to improve estate performance through operational efficiencies, estate rationalisation, appropriate property development, investment, sustainable income generation and where justified, asset disposals. The Plan must identify the rationale, indicative costs and benefits, dependencies, risks, timescale and implementation priority associated with each recommendation.

- **Strategic Alignment and Benchmarking**

Review relevant legislation, national policy, government strategies and Waterways Ireland's corporate strategies and policies to ensure the proposed Estate Management Strategy is aligned with statutory requirements and organisational objectives. Benchmark the proposed estate management approach against comparable public sector organisations and identify examples of best practice.

- **Implementation and Performance Monitoring Framework**

Develop an implementation framework setting out the governance arrangements, organisational enablers and performance monitoring mechanisms required to deliver the Strategy. This shall include:

- implementation roadmap and phasing
- governance and reporting mechanisms
- financial, workforce, data and digital enablers
- recommendations for ongoing monitoring and review of the Strategy
- allocation of responsibility and ownership for individual actions
- indicative timescales and dependencies
- KPI definitions, baselines and proposed targets
- Reporting frequency and review arrangements

- **Sustainability, Climate and Biodiversity Framework**

Develop the environmental, climate, energy and biodiversity content of the Strategy as decision instruments capable of being applied by Waterways Ireland. Narrative alignment with policy/legislation (See Section 7 for an indicative list) will not satisfy this requirement. For example, decision points may include (but not be limited to) the treatment of biodiversity, sustainability and heritage value on:

- acquisition and leasing;
- retention versus transfer/disposal
- tenancies, licences and permits;
- operational land and water management

In doing so, the successful Tenderer shall:

- integrate the Climate Resilience Scores produced under the Waterways Ireland Climate Resilience Study as an input to make decisions;
- model the energy performance consequence of each estate option;
- establish a retrofit-first approach for the operational estate and produce the test by which it may be displaced;
- apply whole life carbon assessment, embodied and operational, to options;
- establish a stated hierarchy for resolving heritage constraints, expressed as a decision sequence rather than as guidance;
- assess available biodiversity accounting metrics, recommend one and produce draft policy text setting out whether a no net loss or net gain standard should be adopted for the estate.

- **Estate Spatial Data and GIS Outputs**

The successful Tenderer shall deliver the spatial and tabular outputs of the Estate Management Strategy in a form that can be loaded directly into Waterways Ireland's GIS systems and maintained by Waterways Ireland thereafter. This is in addition to outputs such as maps, images or report figures. Data should be submitted as .shp (GIS file) format in Irish Transverse Mercator (ITM) coordinate system and in meter units or file .dwg (AutoCad File), if requested.

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

Appendix 1 – Asset Management Framework
Appendix 2 - Asset Inventory
Appendix 3 – List of relevant Waterways Ireland Strategies / Plans

3.2 Duration

It is anticipated duration of the contract is 24 weeks from the Effective Date.

Tenderers must submit a detailed programme demonstrating how the Services and Deliverables will be completed within the 24-week Contract period. The programme must identify activities, milestones, dependencies, Waterways Ireland inputs, review periods, key personnel and proposed completion dates.

- Phase 1 – Principal Operational Office Review – Findings Report (Week 8)
- Phase 2 –Operational Estate Review – Findings Summary (Week 14)
- Phase 3 –Wider Estate Review – Findings Summary (Week 18)
- Draft Estate Management Strategy incorporating: Baseline Estate Assessment, Estate Review, Estate Optimisation Plan, Strategic Alignment & Benchmarking, Implementation & Performance Monitoring Framework, Sustainability, Climate and Biodiversity Framework (Week 21)
- Final Estate Management Strategy and Senior Management Team Presentation – (Week 24)

Waterways Ireland will provide consolidated comments on draft deliverables within the review periods stated in the agreed programme.

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 maximum number and duration of extensions will be three (3) extensions of three (3) months each making a possible contract length of fifteen (15) months.

3.3 Contract Management

The successful Tenderer must nominate a suitably experienced Contract Manager who will act as the principal point of contact for the duration of the Contract and will be responsible for coordinating the satisfactory delivery of the Services and Deliverables. 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:

- maintain overall responsibility for day-to-day contract coordination and the working relationship with the Contracting Authority;
- provide progress reports at the frequency agreed with the Contracting Authority's Contract Manager;
- arrange bi-monthly progress update meetings to be held virtually with the Client. An agenda for each bi-monthly progress meeting shall be issued to Waterways Ireland at least three (3) working days in advance of the meeting. Minutes of each meeting shall be prepared and circulated to Waterways Ireland within five (5) working days following the meeting for approval.
- maintain and regularly update the programme, action log, risk register and dependencies
- Attend contract management and progress meetings
- Promptly identify and escalate any issue that may affect scope, cost, quality or delivery timescales
- 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: all contract-management reporting and meeting requirements specified in the RFT will be deemed included in the Tendered Price and will not be separately chargeable.

3.4 Compliance with Terms and Conditions

- Tenderers must review and accept the Contract Terms and Conditions included as part of the Tender Documentation. Award of the contract will be subject to the preferred Tenderer satisfying all conditions of award and executing the contract.

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 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. 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	
Tax	Confirmation that the tenderer / all parties associated with the tenderer are fully tax compliant – please refer to the tax rules contained in the Tender Response Document.
Turnover and Financial Standing	(a) Confirmation that the tendering party turnover exceeded €150,000 during each of the last three years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months. **In addition** (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. **Evidence of both statements will be required prior to the award of any contract.**

Insurance	Confirmation of the following insurances being in place		
	Insurance Type	**Required Value €**	**Required Value £**
	Employer's Liability	€13 million	£10 million
	Public Liability	€6.5 million	£5 million
	Professional Indemnity	€2 million	£2 million

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)**
Tenderers must provide three examples of relevant contracts or projects completed or substantially completed during the seven years preceding the Tender Submission Deadline
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. Previous Contracts/Experience should evidence the following: - (a) Demonstrate lead responsibility in the preparation of an Estate Management Strategy for significant public and / or private sector property assets explaining the resulting transformative impact of the Strategy for each client. (b) Collecting, analysing, and reviewing data to inform and support recommendations for change and improvement. (c) Undertaking research into a range of legislation, policies, and strategies to inform and support recommendations for change and improvement. (d) Performing gap analysis or similar assessment methodologies to identify and address shortfalls in performance(s) against, known or unknown, objectives. (e) Facilitating and conducting workshops, consultations, and stakeholder engagement, in person or online, with a wide range of stakeholders and collating the information and data. (f) Making recommendations for change and improvement, incorporating these into strategies, roadmaps, and Implementation plans. (g) Presentation of draft and final recommendations to senior management and/or sponsor agencies and dealing with queries/challenges The evidence relating to each reference project should specify: ▪ Client name; ▪ Contract value; ▪ Contract description; ▪ 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 and Safety
Tenderers must provide information which demonstrates operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Please complete the TRD. Evidence of compliance will be required as condition of contract award.

Quality Assurance
Tenderers must provide information which demonstrates a commitment to quality assurance and provides 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 based on the most economically advantageous compliant tender considering the following award criteria and weightings.

Criterion A	**Weighting**	**Maximum Marks Required**	**Minimum Marks Required**
	30%	**3000**	**N/A**
Title	**Cost**		
Description	The fee proposal should reflect the Total Cost of developing an Estate Management Strategy in accordance with the tender specification requirements. The Contracting Authority expects that the total calculated contract costs should be within the €100k price threshold, inclusive of VAT.		

	NOTE Payments under the contract will be linked to the satisfactory completion and written acceptance by the Contracting Authority of the following milestones set out in Section 3.2: • 25% of the Contract Price following satisfactory completion and acceptance of the Phase 1 – Principal Operational Office Review scheduled for Weeks 8; • 25% of the Contract Price following satisfactory completion and acceptance of the Phase 2 – Operational Estate Review, scheduled for Week 14; • 15% of the Contract Price following satisfactory completion and acceptance of the Phase 3 – Wider Estate Review, scheduled for Week 18; • 15% of the Contract Price following satisfactory completion and acceptance of the Draft Estate Management Strategy (incorporating, inter alia, Estate Optimisation Plan, Estate Review, Implementation and Performance Monitoring Framework, Sustainability, Climate and Biodiversity Framework scheduled for Week 21; and • 20% of the Contract Price following satisfactory completion and acceptance of the Final Estate Management Strategy and its presentation to the Senior Management Team, scheduled for Week 24. Invoices may only be submitted following written confirmation from the Contracting Authority that the relevant milestone has been satisfactorily completed. Payment will be made in accordance with the Contract Terms and Conditions. The indicative milestone dates will run from the Contract Commencement Date. No payment will become due solely because an indicative date has been reached.

Criterion B	**Weighting**	**Maximum Marks Required**	**Minimum Marks Required**
	35%	**3500**	**1750**
Title	**Methodology**		
Description	This criterion will assess the quality, clarity and credibility of the Tenderer's proposed methodology for delivering the Services and Deliverables specified in section 3.1 within the required 24-week period. Tenderers must describe: 1. their understanding of Waterways Ireland's requirement and the objectives of the Estate Management Strategy;		

	2. their proposed approach to the Baseline Estate Assessment and each of the three Estate Review phases 3. their approach to data collection, validation, gap analysis and management of incomplete information 4. their proposed approach to site visits, stakeholder engagement, workshops and consultation 5. their approach to strategic analysis, benchmarking, option appraisal and prioritisation of recommendations 6. the quality-assurance and internal-review arrangements that will be applied to all Deliverables 7. the principal risks, assumptions and dependencies and how these will be managed; and 8. the proposed management and supervision of any subcontractors or specialist advisers.

Criterion C	**Weighting**	**Maximum Marks Required**	**Minimum Marks Required**
	30 %	**3000**	**1500**

Title	**Technical Merit of the Proposed Team**
Description	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, their relevant technical merit to the Strategy objectives as well as the proposed time allocation and relative input of the resources in delivering the services. It is anticipated that a permanent team is expected to be assigned for the contract. Tenderers must therefore: • Complete the TRD identifying by name the individuals, grades/positions and roles of all staff that will be part of the team delivering the services to Waterways Ireland. • Provide CVs (two A4 pages max.) detailing the qualifications, employment history, experience and competencies for each individual member of the team who will be engaged in delivering the Services. • Provide a project-specific organisational chart showing the staffing structure of your organisation and where the reporting lines for the members of the team proposed, together with their role(s) in the project and management of any sub-contractors.

	• Tenderers must confirm the availability of each key team member for the anticipated Contract period and identify the number of days allocated to each phase and principal activity. **Minimum:** Tenderers must demonstrate that they and that their sub-contractors or partners have a suitable level of qualified/experienced personnel to perform the contract. All key personnel must have a minimum of relevant honours degree with five years' experience or relevant professional experience of seven years. N.B. Tenderers must not replace any proposed key team member before or after contract award without prior written approval from the Contracting Authority. Any proposed replacements must have qualifications, experience and capability equal or better than those of the individual being replaced.

Criterion D	Weighting	Maximum Marks Required	Minimum Marks Required
	5 %	**500**	**250**

Title	**Sustainable Delivery**
Description	Tenderers are also required to describe the **environmental impacts** which they expect this contract to have in terms of greenhouse gas emissions, energy use, biodiversity, resource consumption and waste. List the **specific measures** which your organisation, and if relevant your partners and subcontractors, will take to address these impacts, and the effect you expect each measure to have. The measures may relate to any aspect of the services being provided but must be **specific to the contract activities**. For each measure, you should indicate whether a relevant third-party certification or standard (for example, relating to environmental management) will be applied to verify and measure the impact. Marks will be awarded based on the scope, level of detail and verifiability of the measures. The measures described under this criterion will form part of the terms of the contract with the successful bidder. **Minimum**: Tenderers must provide: • A list of the expected environmental impacts of the contract. • A detailed description and timeline for the environmental measures to be implemented as part of this contract. • How the impacts will be monitored and reported during the contract.

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:

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

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 50% 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 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.

6. 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.

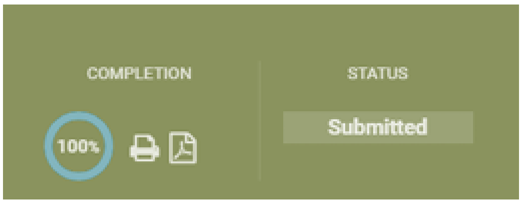
Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

For tender submissions, the Tenderer can upload a total of 2.00 GB of files, with any individual file being up to 250 MB. It is the responsibility of the tenderers to ensure that their tender is complete and is uploaded by the designated deadline.

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. It is important to note that only persons who have downloaded and accepted a document can upload a submission.

Below we provide an overview of the key steps. Please note that the Contracting Authority take no responsibility for these steps being the totality of the steps required as different processes may require different actions.



If in doubt, please ensure you contact the eTenders helpdesk as follows:
Email: irish-eproc-helpdesk@eurodyn.com
Phone: +353-818001459

Accessing Documents
It is important to note that you must ensure you ASSOCIATE your company with this competition in the first instance. To do this you must do the following:

Log-in to the system
(b) Locate the competition using the Advanced Search by Contracting Authority or Resource ID
(c) Click on the hyperlink for the competition which will bring you to the CfT Workspace
(d) In the Show CfT Menu for the competition click on the "Expression of Interest" in the drop-down menu
(e) Complete the "Association with the CfT" tab.
(f) This will then provide you with a link to "Tender" under the Show CfT Menu

Submitting your Response
In responding to a competition without an electronic ESPD, a number of steps are required. The final step involves clicking on a Submit button and receiving the following status:

If you do not receive a message similar to above and an email directly to the inbox of the person who submitted the response, **you have not formally submitted your tender.**

Please note that the screen may say **OFFLINE**, this is a technical feature of eTenders and does not mean you cannot submit. Also please note you may see the percentage field also saying 100% before you submit, this still requires you to go through the submit button.

Please upload your response as a **ZIP FILE** to protect the integrity of the file names.

It is the responsibility of the Tenderer to ensure that their tender is complete and is uploaded in accordance with the instructions provided on eTenders prior to the deadline as per the front page.

(b) Closing Date for Tenders

The closing date for tenders	Insert hours (Local Time) on day, date, month, year

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	Insert hours (Local Time) on day, date, month, year
Process for submitting queries	Via www.etenders.gov.ie only

(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 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 nonexclusive 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.

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

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

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

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

(x) 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

7. RELEVANT LEGISLATION

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;

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.

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.

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.

Environment, Climate and Heritage

Waterways Ireland is subject to environmental, climate and heritage obligations which differ between the two jurisdictions. Where those obligations diverge, jurisdiction-specific outputs are required. The successful Tenderer must take account of the following as applicable to the place of supply (this is not an exhaustive list);

In Ireland:

- Climate Action and Low Carbon Development Act 2015 as amended 2021, and the public body duty
- Public Sector Climate Action Mandate, including the 51% emissions reduction and 50% energy efficiency improvement targets for 2030, and SEAI monitoring and reporting
- National Adaptation Framework and the relevant sectoral adaptation plan
- Circular Economy and Miscellaneous Provisions Act 2022 and green public procurement requirements
- European Communities (Birds and Natural Habitats) Regulations 2011, including Article 6(3) and the public authority duty
- Wildlife Acts 1976 to 2023, including Section 40
- 4th National Biodiversity Action Plan 2023 to 2030
- National Nature Restoration Plan
- Water Framework Directive, the River Basin Management Plan in force
- National Monuments Acts, and protected structures and architectural conservation areas under planning legislation

In Northern Ireland:

- Climate Change Act (Northern Ireland) 2022, and the Climate Action Plan for the first carbon budget period
- Energy Strategy: Path to Net Zero Energy. There is no Northern Ireland public sector energy efficiency obligation equivalent to the 50% target applying in Ireland, and Tenderers must not assume a single all-estate efficiency obligation
- Wildlife and Natural Environment Act (Northern Ireland) 2011, and the biodiversity duty on public bodies
- Conservation (Natural Habitats, etc.) Regulations (Northern Ireland) 1995 as amended
- Wildlife (Northern Ireland) Order 1985 as amended
- Water Environment (Water Framework Directive) Regulations (Northern Ireland), and the relevant River Basin Management Plan
- Historic Monuments and Archaeological Objects (Northern Ireland) Order 1995, and listed buildings under the Planning Act (Northern Ireland) 2011
- Nature Recovery Strategy for Northern Ireland, being the biodiversity strategy required under the 2011 Act

Across both jurisdictions:

- EU Invasive Alien Species Regulation 1143/2014 and its implementation in each jurisdiction
- All-Ireland Pollinator Plan 2026 to 2030

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.

<table>
<tr><th colspan="4">Supply to Waterways Ireland in Ireland</th></tr>
<tr><th>Supplier Based in</th><th>VAT</th><th>Tax Clearance</th><th>RCT</th></tr>
<tr><td>Ireland</td><td>Supplier to charge VAT in accordance with Irish VAT Rules</td><td rowspan="4">Required</td><td rowspan="4">The applicability of RCT will be identified on the cover page of this document
Where RCT applies to contracts (except haulage) Waterways Ireland will self-account for VAT on the reverse charge basis</td></tr>
<tr><td>European Union Country
(other than Ireland)</td><td>Waterways Ireland self-account for VAT on the reverse charge basis</td></tr>
<tr><td>Supplier Based Outside European Union</td><td>VAT position will be determined prior to award of contract</td></tr>
<tr><td>Supplier Based in the UK (post Brexit special conditions?)</td><td>TBC</td></tr>
</table>

Supply to Waterways Ireland in Northern Ireland

Supplier Based in	**VAT**	**Tax Clearance**	**RCT**
Ireland	The supplier will charge vat in their country of establishment unless the nature or value of the supply requires the supplier to register and account for UK VAT	Waterways Ireland will require tax clearance to ensure that suppliers based in Ireland are tax compliant	[Choose and item] Where RCT applies to contracts (except haulage) Waterways Ireland will self-account for VAT on the reverse charge basis
European Union		Not Required	
Supplier Based Outside European Union			
United Kingdom	Supplier to charge vat in accordance with UK VAT Rules	Not Required	

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

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 Waterways Ireland 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.

Waterways Ireland 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 Waterways Ireland.

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

Freedom of Information Officer

Waterways Ireland

2 Sligo Rd

Enniskillen

Co. Fermanagh

BT74 7JY

Telephone +44 (0)2866 323004

Data Protection

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

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

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

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

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