



REQUEST FOR TENDER OPEN PROCEDURE

Title of Contract	
Provision of Valuation Services for property and land within Phase 3.3, Ulster Canal.	
Waterways Ireland Reference	9223500
eTenders Reference (Resource ID):	9223550
Open Procedure	OJEU Value
Delivery In	ROI Only
Key Dates	
Issue Date	Monday 5 th October 2026
Closing Date for Queries	Monday 26 th October at 12 noon
Closing Date for Tender Submissions	Wednesday 4 th November 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 Only

Relevant Contracts Tax (RCT)	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.

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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 Ireland's 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

This competition is for the procurement of Valuation Services for Ulster Canal Phase 3.3.

2.2 Details of options (if applicable)

Aside from Ulster Canal project requirements, as and when required, assist Waterways Ireland Valuation team in providing valuations and negotiating with third parties on behalf of the organisation to support management of its property portfolio (including disposals, acquisitions, easements, rights of way, leases and licences), in line with procedures, practices, and policies for Waterways Ireland.

2.3 Anticipated Timelines

The Following indicative timeline is envisaged for this procurement:

Issue RFT	Monday 5 th October
Closing Date for Queries	Monday 26 th October at 12 noon
Closing date for Receipt of Tenders	Wednesday 4 th November 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

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

3. DETAILED SPECIFICATION OF REQUIREMENTS

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

3.1 Specification

The Ulster Canal Restoration Project is a landmark cross-border infrastructure initiative managed by Waterways Ireland under the directive of the North South Ministerial Council (NSMC). The overarching objective is to restore and reopen a 13.5 km section of the historic 19th-century inland waterway, connecting Upper Lough Erne (Co. Fermanagh) to Clones (Co. Monaghan) as a strategic asset for eco-tourism and regional regeneration.

The wider restoration is being delivered via a phased strategy:

- **Phase 1 (Completed 2019):** Restored circa 2.5 km of navigation from Quivvy Lough along the River Finn to Castle Saunderson.
- **Phase 2 (Completed 2024):** Restored an approximate 1 km section of the canal, as well as construction of a new marina and public amenities at Clones.
- **Phase 3 (Current Focus):** Comprises the final 10 km missing link of new and restored canal, including necessary lock and bridge infrastructure, connecting Phase 1 (Castle Saunderson) to Phase 2 (Clonfad).

To facilitate delivery across an international border, Phase 3 is divided into four sub-phases (3.1 to 3.4).

Phase 3.3

This invitation to tender relates to Sub-phase 3.3 only, which forms a critical segment of the wider Phase 3 works program.

Unlike sub-phases 3.1, 3.2, and 3.4 - which are situated in Northern Ireland - the lands for Sub-phase 3.3 are located predominantly within the Republic of Ireland, with a minor portion extending across the border into Northern Ireland.

The route for this sub-phase navigates a rural landscape, consisting of mostly agricultural grasslands, running parallel to the active A3/N54 Cavan Road as it approaches Clones Town.

Planning permission for Phase 3.3 was re-submitted in late 2025 and was granted by Monaghan County Council on 03/06/2026 Reference Number: 2560474).

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There are approximately 26 plots (18 Landowners) within ROI and 15 plots (13 Landowners) within Northern Ireland. These are indicative values only and are subject to review upon contract award.

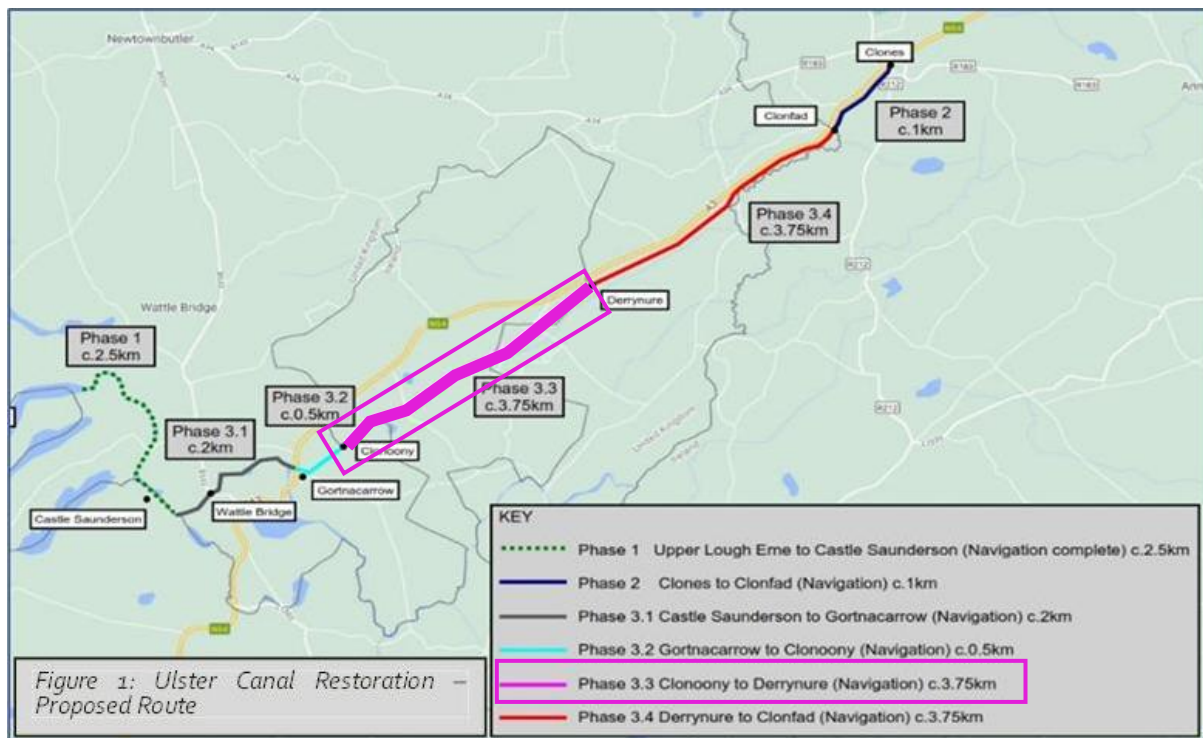


Figure 1- Ulster Canal Restoration Route - Phase 3.3 highlighted in pink

Services to be provided by the Valuer include, but are not limited to, the following:

- Attend in-person meetings with landowners to assist WI staff with the acquisition process.
- Assist in identifying and referencing all affected properties, ownership boundaries, and legal interests.
- Review and verify the draft CPO schedules and referencing maps to ensure accurate descriptions of land plots, rights, and easements.
- Efficiently determining market valuations and negotiating the acquisition of property in line with the CPO procedures, practices, and policies for Waterways Ireland.
- Verify and evaluate Injurious Affection, including business interruption, relocation costs, professional fees, and structural reinstatement.
- Accommodation Works: Advise on, negotiate, and quantify mitigating physical works (e.g., replacement boundary walls, new access gates) to reduce cash compensation liabilities
- Assist with the management of relationships with key stakeholders, including elected representatives, affected landowners and their appointed Land Agents.
- Provide comprehensive Valuation Reports and formal recommendation letters to the Waterways Ireland project team to approve agreed financial settlements.
- Preparing and providing evidence, and/or advocating on appeals before the Property Arbitrator on behalf of Waterways Ireland.

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- Review and negotiate the statutory professional fees (surveyor and solicitor costs) submitted by claimants for reimbursement.
- Maintain a database of property transactions concluded by Waterways Ireland.
- Liaise with Land Registry in both jurisdictions.
- As and when required, assist Waterways Ireland Valuation team in providing valuations and negotiating with third parties on behalf of the organisation to support management of its property portfolio (including disposals, acquisitions, easements, rights of way, leases and licences), in line with procedures, practices, and policies for Waterways Ireland.

A Valuer will be expected to:

- Demonstrate the competencies and skills expected of a professional Valuer
- Be a **chartered** member of a relevant professional body e.g. SCSl.
- Have **at least five years** satisfactory experience as a Valuer with experience including experience of completing the CPO process in the Republic of Ireland;
- Maintain a strong working knowledge of relevant legislation, and understand the application of precedent, practice notes, and case law that underpin rating and broader valuation practices and principles;
- Preparation of briefing material for senior staff;
- Provision of information for responses to political representations, questions from Dail /NI Assembly and general correspondence;
- Collaborate effectively within a team environment and formal project structure;
- Meet deadlines by deploying the most efficient and effective working methods;
- Deliver outputs on time and to the required standards, in accordance with Waterways Ireland procedures, practices, and policies;
- Manage and progress multiple work activities simultaneously;
- Share knowledge, skills, and expertise with colleagues in an open and collaborative way

The applicant should provide a **fixed fee** for the full suite of services required, principally to support the CPO process, which is expected to run for 24 months initially with the option to extend by up to 3 years. The fixed fee shall include for all travel and subsistence.

The Core Fixed Fee shall cover the required core CPO valuation services during the initial 24-month contract term only. Any services required during an exercised extension period will be commissioned on a call-off basis and paid using the tendered hourly and/or daily rates, subject to prior written instruction and the overall maximum contract value.

It is anticipated that the Valuer will be retained on a call-off basis for additional services. The Applicant should therefore provide:

- A notional hourly rate for ad-hoc valuation services;
- A notional day rate;
- Any assumptions regarding minimum call-off periods or notice requirements.
- All rates shall include for all travel and subsistence

Refer to Tables 2 & 3 within the TRD, Section titled 'Response to Award Criteria – Criteria A'

3.2 Duration

The contract will be for a period of two years.

The Contracting Authority reserves the right at its sole discretion to extend the contract, subject to satisfactory performance, budget availability and ongoing business needs. The number and duration of extensions will be three extensions of 1 year for each occurrence

3.3 Contract Management

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

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

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

3.4 Compliance with Terms and Conditions

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

3.5 Award to Runner Up

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

4. SELECTION CRITERIA

The Contracting Authority is using the **Open** procedure for the award of this contract, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information 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 €125,000.00 during one 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:								
	<table border="1"> <thead> <tr> <th>Insurance Type</th> <th>Required Value €</th> </tr> </thead> <tbody> <tr> <td>Employer's Liability</td> <td>€13 million</td> </tr> <tr> <td>Public Liability</td> <td>€6.5 million</td> </tr> <tr> <td>Professional Indemnity</td> <td>€2 million</td> </tr> </tbody> </table>	Insurance Type	Required Value €	Employer's Liability	€13 million	Public Liability	€6.5 million	Professional Indemnity	€2 million
Insurance Type	Required Value €								
Employer's Liability	€13 million								
Public Liability	€6.5 million								
Professional Indemnity	€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

Workforce Capability	
Tenderers must provide information, which demonstrates access to the minimum number of skilled personnel as indicated below and outlined in the TRD.	
Skillset Required	The Valuer should: Be a chartered member of a relevant professional body e.g. SCSl.

	Have at least five years' experience as a Valuer with experience of completing the CPO process in the Republic of Ireland; Please provide CVs for all key personnel who will be directly involved in delivering Valuation services.
Minimum Number	One FTE Valuer. The tenderer must guarantee uninterrupted service continuity, ensuring a qualified backfill resource is deployed during any periods of primary resource absence, including annual leave and sickness.

Previous Contracts / Experience	
Tenderers must provide information clearly demonstrating successful delivery of three previous comparable contracts / experience, involving the following features within the last five years:	
(a) Demonstrate lead responsibility in successfully delivering land acquisitions through the Compulsory Purchase Order (CPO) process. (b) Experience in property referencing, identifying legal interests, and verifying statutory draft schedules and maps. (c) Experience in determining market valuations and negotiating acquisitions under CPO legislation. (d) Demonstrate a strong capability in evaluating complex claims, including Injurious Affection (business interruption, relocation), statutory professional fees, and quantifying accommodation works. (e) Experience in managing sensitive consultations with landowners, Land Agents, and public officials. (f) Producing comprehensive valuation reports, maintain property transaction databases, and prepare and present evidence before the Property Arbitrator.	

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.

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.

Careful consideration should be given to the relative weightings used and the requirement for meeting a minimum level under any heading. Please ensure that the criteria chosen are linked to the subject matter of the contract.

Criterion A		Weighting	Minimum Marks Required	Maximum Marks Required
		70 %	N/A	700
Title	Cost			
Description	Evaluated Tender Price = Core Fixed Fee + total of each tendered rate multiplied by its stated notional quantity The applicant should provide a fixed fee for the full suite of services required, principally to support the CPO process, which is expected to run for 24 months initially with the option to extend by up to 3 years. The fixed fee shall include for all travel and subsistence. It is anticipated that the Valuer will be retained on a call-off basis for additional services. The Applicant should therefore provide: • A notional hourly rate for ad-hoc valuation services; • A notional day rate; • Any assumptions regarding minimum call-off periods or notice requirements. • All rates shall include for all travel and subsistence Please refer to Tables 1 & 2 within the Tender Response Document, section entitled 'Response to Award Criteria – Criteria A' Please note: • Notional quantities are used solely for tender evaluation. • Notional Quantities do not guarantee any volume of work. • Additional services require a written instruction or purchase order. • Travel, subsistence and administrative costs are included. • One working day equals a specified number of hours.			

	• Rates remain fixed for the initial term, with any extension-period adjustment expressly defined. • Total payments cannot exceed the stated maximum contract value.
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Criterion B	Weighting	Minimum Marks Required	Maximum Marks Required
	25 %	125	250
Title	Project Delivery: Methodology & Risk Management		
Description	As part of the programme for the delivery of Ulster Canal Phase 3.3, we anticipate that installation of notices for CPO will take place within 6 months of appointment. Your response should address the following key points: (a) Explain your approach to executing the valuation and CPO services. Describe the processes, to guarantee successful delivery. (b) Outline how you identify, manage, and mitigate potential project risks, delays, or disruptions to ensure the timeline is maintained. (c) Detail your methods for monitoring progress, tracking performance, and reporting to ensuring the deliverables are met.		

Mandatory Criteria – recommended 5-10% awarded to this criterion.

Weighting

Criterion C	Weighting	Minimum Marks Required	Maximum Marks Required
	5 %	25	50
Title	Social and Environmental Considerations		
Description	Please describe how your organisation will deliver social, economic, and environmental benefits through the delivery of this contract. In your response, please address the following two areas: (a) What practical steps do you take to support fair working practices (such as fair pay) and contribute positively to the local economy or community? (b) How do you minimise your environmental footprint during day-to-day operations, specifically regarding travel for site inspections and reducing office waste?		

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 Methodology for Calculating the Cost Score

The following formula will be applied to the cost score:

Evaluated Tender Price = Core Fixed Fee + total of each tendered rate multiplied by its stated notional quantity

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	700*
Formula employed	$\frac{700* \times A}{B}$

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.
80-90%	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.

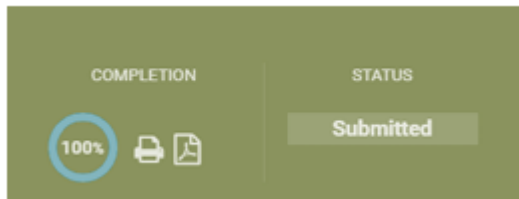
Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

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.**

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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	Wednesday 4 th November at 12 noon
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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	Monday 28 th October at 12 noon
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.

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

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

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

Supply to 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	
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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.