Document Version	**RFT_v 8 (JQM/LA updated 28/03/2025 to incl. Health & Safety edits)**
Contract Title	*Provision of Transactional Banking Services for Uisce Eireann*
Tender Reference	26/002

REQUEST FOR TENDERS

Below EU Threshold Services and Supplies

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1. IMPORTANT INFORMATION

IMPORTANT NOTICE

This RFT is the proprietary and exclusive property of the Contracting Entity and its content is for information purposes only and may not be used for any purpose save for this process. No part of this document, in whole or in part, may be reproduced, stored, transmitted, or used for design purposes without the prior written permission of the Contracting Entity.

This RFT is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or shall be made in relation to the completeness, accuracy or functioning of the information contained in this RFT, nor as to the reasonableness of any assumption made in preparing this information. Without prejudice to the foregoing, neither the Contracting Entity nor its advisers, consultants, contractors, servants and/or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that any such information or statements shall remain unchanged.

The Contracting Entity is not bound by any anomalies, errors or omissions in this RFT. Tenderers shall immediately notify the Contracting Entity should they become aware of any ambiguity, discrepancy, error or omission in the RFT. The Contracting Entity shall, following receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the Contract. Nothing in this RFT is, nor shall be relied on as, a promise or representation as to the Contracting Entity's ultimate decision in relation to the award of any Contract the subject of this competition or as a representation of fact or promise as to the future. None of the information shall constitute the basis of a Contract or part of a Contract between the Contracting Entity and any Tenderer. The Contracting Entity shall not be obliged to enter into a Contract with any Tenderer. No legal relationship or other obligation shall arise between any Tenderer and the Contracting Entity unless and until the Contract for the services has been formally executed in writing by the Contracting Entity and the successful Tenderer in this competition and any conditions precedent to the effectiveness of such Contract has been fulfilled.

The Contracting Entity reserves the right at any time:

- to change the basis of, or the procedures (including the timetable) relating to, the tender process or to procure the services, or any of them, by alternative means:
- to make any change to the tender documentation;
- to reject any, or all, of the tenders;
- not to invite a Tenderer to proceed further;
- not to furnish a Tenderer with additional information;
- not to negotiate with a Tenderer in respect of the award of the Contract at any time; or
- to abandon the competition.

The Contracting Entity reserves the right to amend this document, its requirements and any information contained herein at any time by notice, in writing, to Tenderers. Reference to this RFT includes any other information (whether written or oral or in machine-readable form) or opinions made available at any time during the competition by or on behalf of the Contracting Entity, its advisers, contractors, servants, agents or consultants in connection with this competition or the services which are the subject of this competition.
Irish law is applicable to this document. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from this document.

All correspondence in relation to the tenders (including, for the avoidance of doubt, the tenders themselves), and the Contract, shall be in the English language. Delivery of a tender in response to this RFT will constitute acceptance by the person submitting such tender of the terms set out in this RFT, as same may be amended in accordance with its terms.

This competition is not subject to the European Union (Award of Contracts by Utility Undertakings) Regulations 2016.

DATA PROTECTION NOTICE

As part of your tender, you may provide personal data relating to yourself, employees or other third parties. In this RFT, "Data Protection Law" means all applicable data protection law including, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

Where such personal data is provided, the relevant controller is Contracting Entity. If you have any questions about our use of your personal data you can get in touch with our Data Protection Officer at dataprotection@water.ie .

We generally process the following personal data as part of Tenders:

- name;
- contact details;
- qualifications;
- curriculum vitae
- company/ organogram; and
- any other data provided by you as part of your submission.

We collect personal data from you directly, and from the following sources:

- your employer (where relevant);
- other members of your consortium; and
- any other source of personal data referred to in this RFT.

Any personal data provided will be processed for the purposes of the tender process. Our legal basis for processing such personal data in accordance with the provisions of this Data Protection Notice is that it is necessary for the exercise of official authority vested in us.

We may disclose your personal data to various recipients in connection with the tender process, including:

- your employer;
- other members of your consortium;
- third party service providers of the Contracting Entity, such as advisors and contractors; and
- other potential recipients identified in this RFT.

In connection with the above we may transfer your personal data outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union (a "**Third Country**"). If and to the extent that we do so, we will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the 'standard contractual clauses' approved for this purpose by the European Commission or, in respect of transfers to the United States of America, ensuring that the transfer is covered by the EU-US Privacy Shield framework (or any replacement framework). Further details of the measures that we have taken in this regard are available on request from the Contacting Entity.

If you are unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process or the award of the contract to the successful party, whichever is later. If you are successful, and a contract is awarded to you at the end of the tender process, such personal data will be retained in accordance with PD/97, the Contracting Entity's data management policy.

Any data subjects in respect of which we hold or process personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission. The provision of such personal data is not a contractual requirement, however, failure to provide sufficient information may affect the completeness of your Tender.

ABOUT UISCE ÉIREANN

Incorporated in July 2013 as a company under the Water Services Act 2013, Irish Water, now known as Uisce Éireann, brought water and wastewater services of the 31 local authorities together under one national service provider.

We are responsible for the operation of all public water and wastewater services including:

- Management of national water and wastewater assets
- Maintenance of the water and wastewater system
- Investment and planning
- Managing capital projects
- Customer care and billing

We are also responsible for all capital investment decisions and implementation of the capital programme delivery across the country.

Transforming the delivery of water services

Access to clean water and effective management of wastewater is a requirement for a modern society. However, clean water is expensive to produce and deliver. It is a complex process to turn the water from our rivers, lakes and groundwater (raw water) into clean and drinking water and deliver it safely to each customer's tap. Wastewater must then be collected and treated before it can be reintroduced safely back into our environment.

The water services which each customer receives require significant funding for both the operation of the existing treatment plants and pipe networks and for investment in maintaining existing infrastructure and providing new infrastructure for water services. The creation of Uisce Éireann has enabled a transformation of the way that water services are delivered in Ireland. It can now effectively and efficiently address the many issues and risks to delivering water services.

Despite the extensive work of the local authorities, substantially more investment is needed across the country to address weaknesses in the current systems, including high leakage rates, varying drinking water quality standards, disruptions to supply and unacceptable wastewater discharges.

Our challenges

Uisce Éireann is responsible for the delivery of water services to approximately 80% of the population. Whilst many customers receive a good quality water supply and wastewater provision, a significant proportion are dissatisfied with these services. Despite the good work of local authorities over many decades, under investment combined with a lack of planned asset management and maintenance programmes has led to a legacy of deficiencies in our treatment plants and networks.

Cleaner, safer drinking water

In our two largest cities of Dublin and Cork, we continue to rely heavily on 19th century systems which are no longer fit for purpose. Outside our major urban centres, our water network is fragmented with many small and vulnerable water sources. Water quality does not meet European and Irish drinking water standards in some of our schemes and we are also losing almost half of the water we produce to leakage.

Effective management of wastewater

Wastewater must be collected and treated before it is returned to the environment. Many of our combined sewers are frequently overloaded during periods of heavy rain resulting in the flooding of some properties and giving rise to overflows which can cause pollution within our rivers and streams.

2. PARTICULARS, DEFINITIONS AND INSTRUCTIONS

PARTICULARS

<table>
<tr><td>a.</td><td>Contracting Entity</td><td>Uisce Éireann</td></tr>
<tr><td>b.</td><td>Scope</td><td>The Contracting Entity is undertaking a competitive tender process to award a Contract for:
[The provision of Transactional Banking Services.]

Further details of the Contracting Entity's requirements are provided in Appendix 7 (Scope).</td></tr>
<tr><td>c.</td><td>Duration of Contract</td><td>[The Contract will be established for a term of five years, [which may be extended at the Contracting Entity's sole discretion for up to [a further 3 years]].]</td></tr>
<tr><td>d.</td><td>STEP ONE: Exclusion Criteria</td><td>Tenderers will be evaluated to see whether they pass the exclusion criteria (Section 3).

Subject to the caveats therein, any Tenderer that fails the exclusion criteria will not qualify to have its Tender evaluated further.</td></tr>
<tr><td>e.</td><td>STEP TWO: Minimum Requirements</td><td>Tenderers that pass STEP ONE will be evaluated to see whether they pass the minimum requirements (in Section 4). Any Tenderer that fails the minimum requirements will not qualify to have its Tender evaluated further.</td></tr>
<tr><td>f.</td><td>STEP THREE: Evaluation</td><td>After STEP TWO, the Tenders will be evaluated against the evaluation criteria (in Section 6) to identify the most economically advantageous Tenderers.</td></tr>
<tr><td>g.</td><td>Tender Submission and Anticipated Timeline</td><td>[The Tender must be submitted through the eTenders system before the deadline (i.e. Tenderers must press the submit button). Tenderers should ensure all attachments have been added before submitting. Any technical problems with the eTenders system/platform or questions of the functionality in the eTenders system/platform should be directed to the eTenders (European Dynamics) helpdesk. Tenderers should contact eTenders (European Dynamics) helpdesk via email at irish-eproc-helpdesk@eurodyn.com or by phone on 0818 001459 (Ireland) or +353 818001459 (International). Please note that phone and online support is available between 9.00am - 5.00pm Irish time, Monday to Friday.]

The table below sets out the deadline for receipt of queries and receipt of tenders.

<table><tr><td>Query Deadline</td><td>12.00 on [Tuesday 10th November 2026]</td></tr><tr><td>Closing Date</td><td>12.00 on [Tuesday 27th November 2026]]</td></tr></table>
The onus is on Tenderers to ensure that their completed submission is submitted on time and in accordance with the requirements of this RFT. No submissions will be possible after the deadline. All submissions are electronic, as such NO paper copies will be accepted or read.

Tenderers should allow sufficient time to submit/upload document(s). Tenderers are advised that, depending on the size of the documentation, the submission/upload process may take some time.</td></tr>
<tr><td>h.</td><td>Validity Period</td><td>Quotations shall constitute an irrevocable offer valid for acceptance by the Contracting Entity for a period of [180 days] from the date of submission of the Tender (or best and final offer) and the expiry of at least 21 days' written notice to terminate the Tender (which cannot issue prior to the expiration of the [180] day period).</td></tr>
</table>

<table>
<tr>
<td>i.</td>
<td>Format of Tender</td>
<td>
The onus is on Tenderers to ensure that their completed tender is submitted on time and in accordance with the requirements of this document. Each Tenderer shall be required to state the company's registration number as it appears in the Companies Registration Office.

Tenderers are asked to ensure that the tender submission is comprehensive and clear. The Contracting Entity reserves the right not to evaluate information provided unless clear and specific reference has been made to the award criterion or sub-criterion to which the information relates.

The Contracting Entity is not responsible for corruption in electronic documents. Tenderers must ensure that electronic documents are not corrupt.

Please adhere to the structure of the RFT for ease of evaluation.

Please name all appendices according to the relevant section, the relevant appendix number and a descriptive name.

All Tenders must be compiled such that they can be read using PDF or Microsoft Office.

The information required shall be provided in accordance with the format outlined below. There should be a separate file for each volume and a separating/heading page between each clearly demarcated sub-section and all sections should be provided in softcopy in either Microsoft Office or searchable PDF format.

<table>
<tr><td>Volume 1:</td><td>Section 3 Exclusion Criteria,
Section 4 Minimum Requirements
Appendix 8 Tenderer's Organisation - Appendix 8 is to be submitted in MS Excel format.</td></tr>
<tr><td>Volume 2:</td><td>Section 5.1 Technical</td></tr>
<tr><td>Volume 3:</td><td>Section 5.2 Cost
Appendix 1 Form of Tender</td></tr>
</table>
</td>
</tr>
<tr>
<td>j.</td>
<td>Form of Contract</td>
<td>
The form of Contract is as follows: [Services Agreement

<table>
<tr><td>Option A - Purchase Order Terms and Conditions</td><td>N</td></tr>
<tr><td>Option B – Services Agreement 3.5 JQM</td><td>Y</td></tr>
<tr><td>Option C – Bespoke Contract</td><td>N</td></tr>
</table>
</td>
</tr>
</table>

k.	**Comments on the Contract**	Whilst there is no formal procedure for submitting mark ups of the Contract, Tenderers are not prohibited from providing comments as tender queries. **Subject to any tender clarifications** the Contracting Entity expects that the final form of agreement which will be entered into with the successful Tenderer will not differ substantially from the form of Contract appended hereto and Tenderers should submit their bids on that basis. Tenders should not be returned with marked up Contracts, or with the acceptance of the Contract subject to further legal or tax review, as all such reviews should have been carried out in full prior to submitting the tender. By submitting a tender and by signing the declaration to that effect in the Form of Tender, the Tenderer agrees and confirms that it has examined and understood the Contract (as revised prior to receipt of Tenders if relevant) and that it will execute a contract in the form of the Contract if so requested by the Contracting Entity.
l.	**Mandatory Insurances Levels**	If a Tenderer is appointed the levels of insurances detailed in the Contract will be required.
m.	**Conditions precedent to the award of the Contract**	- Evidence of compliance with the insurance requirements - Production of tax clearance certificate - Production of sub-contracts / sub-consultancy appointments for review (if applicable) - Contractual commitment from any parent company or other entity upon whom the Tenderer relied in relation to financial standing and /or Technical requirements (if applicable) - Collateral Warranties from sub-contractors / sub-consultants (if applicable)
n.	**Will Contract be subject to RCT?**	*No*

DEFINITIONS

Contract	means the agreement that will be awarded to the most economically advantageous tenderer(s) appended as Appendix 5
Form of Tender	means the form of tender contained in Appendix 1
Human Rights	means internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work
Preferred Tenderer	Tenderer or Tenderers identified as having submitted the most economically advantageous tender(s)
RFT	means this request for tenders and accompanying documents
Tenderer	means those tenderers that have been invited to submit tenders in response to this RFT

INSTRUCTIONS

Tenderers should read these instructions carefully before completing their response. Failure to comply with the requirements for completion and submission may result in the rejection of a tender.

2.3.1 Guidelines for Completion

Responses to this RFT should be concise and solutions should be based on the information supplied. The cover page of the tender should contain the name of the organisation responding to the RFT and the name, telephone number, and e-mail address of a designated contact person therein.

In order to assist the Contracting Entity in evaluating tenders, Tenderers are required to provide all of the information requested in the RFT. Evaluation may be based solely on written submissions without any call to interview. However, the Contracting Entity retains the right at its discretion (i) to call all, some only or none of the Tenderers to make a presentation for the purpose of clarifying its or their submissions and (ii) to require, all, some only or none of the Tenderers to facilitate a site visit and / or system audit to provide further clarification in support of their respective tenders.

All information should be supplied and the relevant section of the RFT should be referenced in response. If subjects have already been covered in earlier explanations, the tenderer should cross-refer to the section containing the appropriate information. If the Tenderer is unable or unwilling to provide the requested information, the section should contain an appropriate explanation. The Contracting Entity will determine if sufficient information is present to make a judgement on the merits of the tender. If insufficient information is provided, the Contracting Entity may, at its discretion, request clarification or reject the tender.

Supplementary information may be provided by the Tenderer in appendices to the main document but this approach should be kept to a minimum and clear cross references should be used contextualising any information in appendices. The Contracting Entity will not be in a position to consider very detailed documentation.

2.3.2 Completeness and Compliance

The Contracting Entity reserves the right, but shall not be obliged, to reject any tenders which it deems not to have fully complied with the requirements set out in this RFT. If a response fails to comply in any respect with the requirements set out in this RFT, the Contracting Entity shall be entitled (but shall not be obliged) to take such steps as it considers appropriate at its discretion including (but not limited to):

- to reject the relevant tender as non-compliant;
- without prejudice to the Contracting Entity's right to reject the tender;
  - to meet with, raise issues and/or seek clarification from the Tenderer in respect of the tender;
  - to request the Tenderer to provide the Contracting Entity with information or items which have not been provided or have been provided in an incorrect form;
  - to waive a requirement which, in the opinion of the Contracting Entity, is minor or procedural; and/or
  - to amend the requirements of this document and invite Tenderers to adjust their tender on the basis of such revised requirement(s).

Tenders should not be qualified in any way but should be submitted in accordance with this RFT. Tenders should not include or be accompanied by any statement that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.

2.3.3 Validity Period of Tenders

In consideration of the supply of the RFT by to the Tenderer, the Tenderer agrees that the tender shall remain open for acceptance by the Contracting Entity for the period stated in Particular 2.1(g) and may be accepted by the Contracting Entity at any time during such period and no claim will be entertained of any description from any Tenderer on the grounds that a tender is accepted prior to the expiry of that period.

2.3.4 Rights of the Contracting Entity

- The Contracting Entity reserves the right to cancel the Request for Tenders, for any reason without giving any explanation to the Tenderer.
- The Contracting Entity will not be liable for any expenses or losses which may be incurred by any Tenderer in preparation of their tender.
- The Contracting Entity does not bind itself to accept the lowest or any tender.
- The Contracting Entity accepts no responsibility for the unsuccessful delivery of submissions through the eTenders system. Any communication in relation to this RFT must be addressed to the contact person(s) specified, no other communication may be entered into with any employee of the Contracting Entity in relation to this RFT.
- Written acceptance of this tender by or on behalf of the Contracting Entity shall not constitute a binding contract until either (1) the Contract is executed or (2) where the Contract does not have an execution block, the Contracting Entity issues the final form Contract with a purchase order.
- Where a panel of Tenderers is established, the Contracting Entity may award activities within a project to more than one member of the panel.

2.3.5 Confidentiality

All details of this Request for Tenders and the accompanying documents shall be treated by the Tenderer and any third parties, including subcontractors engaged or consulted by the Tenderer, as confidential. Tenderers shall not disclose, or cause or permit to be disclosed, details of the documents other than on a confidential basis to those who have a legitimate need to know or whom they need to consult, for the purpose of preparing their tender. Tenderers shall not at any time release information concerning this competition for publication in the press or on radio, television, screen or any other medium. In the event of a tender not being submitted, or being unsuccessful, the whole of the RFT documents, with associated drawings, shall be returned to the Contracting Entity at the Contracting Entity's request. The Contracting Entity shall have the right to publicise, or otherwise disclose, to any third party, information regarding the competition, the Contract, the identity of Tenderers (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), shortlisted or preferred Tenderers, the tender process or the award of the Contract (including, without limitation, details of the contract price) at any time.

The Contracting Entity is subject to the Freedom of Information Act 2014 together with other legislation governing access to information. The provisions of any such legislation will supersede the stated position of the parties.

Subject to the following, all documents submitted by a Tenderer will be treated as confidential by the Contracting Entity:

- the requirement on the Contracting Entity to disclose information under any applicable legal requirements, including obligations under Freedom of Information legislation;

- the right of the Contracting Entity, at any time, to publicise, or otherwise disclose, to any third party, information regarding the competition, the contract, the identity of Tenderers (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), shortlisted or preferred Tenderers, the tender process or the award of the contract (including, without limitation, details of the contract price);

- notwithstanding the generality of the foregoing, the right to disclose information to:

- referees as part of the reference verification process; and

- other state/semi-state entities for the purpose of disclosing details of the contract performance of the successful tenderer.

Documents will not be returned to the Tenderer.

2.3.6 Enquiries

All enquiries in connection with this RFT shall be made through the eTenders messaging system in accordance with Particular 2.1(g). Any clarification or further instructions which may be required to be made as a result of any enquiry will be issued in writing to all Tenderers.

2.3.7 Health and Safety Requirements

The cost proposal shall include all costs which may be incurred by the successful Tenderer in complying with its obligations pursuant to the Safety, Health and Welfare at Work Act 2005 and, if relevant, the Safety, Health and Welfare at Work (Construction) Regulations 2013 and Safety Health & Welfare at Work (General Application) Regulations, including any amendments to the foregoing.

2.3.8 Insurances

The Tenderer shall include for the insurances specified in the Contract and it shall be a condition of the award of the Contract that the successful Tenderer shall have those insurances in place.

2.3.9 Tax Clearance

It shall be a condition of the award of the Contract that the successful Tenderer (if the successful Tenderer is a group, each member of the group), produces evidence with its Tender of a Tax Clearance Certificate, or in the case of a non-resident, a statement from the Revenue Commissioners in Ireland confirming suitability on tax grounds.

Tenderers are advised that the Contract to be put in place on foot of this tender may contain conditions to the following effects:

- The Contracting Entity may withhold payments pursuant to the Contract, if the contractor does not produce a valid Tax Clearance Certificate as defined in Section 1095 of the Taxes Consolidation Act 1997, as amended, or whose Tax Clearance Certificate has expired at the time payment is to be made to it or is due to it.

- If in the view of the Contracting Entity the Contract or any part thereof is a contract for the supply by the Tenderer of professional services as defined in Section 520 Taxes Consolidation Act 1997, as amended, or in accordance with Revenue guidance, then the Contracting Entity shall be permitted to withhold and deduct 20% Professional Services Withholding Tax from all payments (VAT exclusive) made in respect of such services supplied under the Contract.

If in the view of the Contracting Entity the Contract is a relevant contract as defined in Section 530, Taxes Consolidation Act 1997, as amended, then the Contracting Entity is obliged to register the Contract with Revenue using ROS (Revenue On-line System). The particulars include details of the sub-contractor, the nature of the services, location of the services, duration of the Contract, an estimate of the Contract value and confirmation that the Contract is not a labour only contract. Once registered, the Contracting Entity notifies the Revenue Commissioners in advance, through ROS, all payments it plans to process under such contracts. Revenue will then advise the Contracting Entity on the rate of RCT to withhold from the payments. It will be one of three rates, 0, 20% or 35%. The rate will depend on the tax compliance position of the sub-contractor.

For all relevant contracts the Preferred Tenderer should undertake to obtain a tax reference number for all sub-contractors employed on the contract to whom payments of €650 or more are made in a year and to obtain a Tax Clearance Certificate for all sub-contractors employed on the contract to whom payments of €2,600 or more are made in a year.

2.3.10 Transfer of Undertakings

Tenderers should consider the applicability or otherwise of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and the manner in which they may affect the award of the Contract.

2.3.11 Groups of Service Providers

Tenders may be submitted by single entities or by groups of service providers. A group will not be required to convert into a specific legal form in order to submit a tender but may be required to do so prior to award of the Contract.

The Contracting Entity reserves the right, amongst other solutions, to require that the Contract be entered into with each member of the group on the basis of joint and several liability or to contract with one member of the group as prime contractor to whom the other members will be sub-contractors. The composition of the group may only be changed with the consent of the Contracting Entity.

2.3.12 Resources of other entities

In order to demonstrate the Tenderer's economic and financial standing, resources and/or technical and/or professional experience and abilities, the Tenderer or a member of a joint venture Tenderer may rely on the resources of other entities, whatever the legal nature of the link between the Tenderer and those other entities (including, for example, but not limited to, reliance on a parent company's resources).

If the Tenderer is so relying on the resources of such other entity, it should prove to the Contracting Entity in the Tender that those resources will be available to the Tenderer for the performance of the Contract, by providing the Confirmation Letters set out in Appendix 10 and Appendix 11.

If sufficient evidence is not provided the Tenderer or a member of a joint venture Tenderer will be assessed based on its own financial and economic standing and/or resources and/or technical and/or professional experience and abilities.

A contractual commitment in the form of a guarantee or in such other form as the Contracting Entity may specify may be required at contract stage in favour of the Contracting Entity from any such supporting entity.

2.3.13 Conflict of Interest

Any conflict of interest or potential conflict of interest involving a Tenderer (including any parent, subsidiary or associated company of the Tenderer or any director, partner or person in an equivalent position in the Tenderer) should be fully disclosed to the Contracting Entity on submission of the Tenderer's tender.

In the event of any conflict or potential conflict of interest, the Contracting Entity shall, in its absolute discretion, decide on the appropriate course of action, which may without limitation, include exclusion of the Tenderer from the competition.

Any registerable interest involving the Tenderer or any of its sub-contractors and any of the members of the Board of the Contracting Entity or (where applicable) its subsidiaries or its parent company or other subsidiaries of the parent company, members of the Government, members of the Oireachtas, or employees of the Contracting Entity, its subsidiaries, its parent company or other subsidiaries of the parent company or relatives of those employees should be fully disclosed in the response to this RFT.

In the event of such information only coming to their notice after the submission of tender and prior to the award of the Contract, it should be communicated to the Contracting Entity immediately upon it becoming known to the Tenderer. The terms 'registerable interest' and 'relative' shall be interpreted as per Section 2 and Schedule 2 of the Ethics in Public Office Act 1995 (as amended).

2.3.14 Changes to Information

A Tenderer may not make any changes to the information in its tender without the prior written consent of the Contracting Entity. Such consent must be sought from the Contracting Entity in writing and the Contracting Entity may decide, at its absolute discretion, whether to accept or reject the change.

2.3.15 Amendments, Clarifications and Queries

If the Contracting Entity is of the opinion that a clarification and/or amendment is required to be made to this document, and/or additional information is required to be issued, then the Contracting Entity shall be entitled to make any such clarification and/or amendment and/or issue such additional information, at any time prior to the date for submission of the tender.

Verbal queries or requests for clarification will not be considered by the Contracting Entity. A written response will be provided to enquiries received on or before the final date for receipt of queries noted in the Particulars. The Contracting Entity may at its absolute discretion, but shall not be obliged to, reply to queries received after that time and date. All such queries received, together with replies and clarifications on the points raised, may be circulated to all Tenderers. If a Tenderer believes a query/request and/or its response relates to a confidential or commercially sensitive aspect of its tender, that Tenderer must mark the query/request as "confidential" or "commercially sensitive". If the Contracting Entity, at its discretion, is satisfied that the query/request and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query/request and its response shall be kept confidential (subject to any applicable legal requirements). If the Contracting Entity is of the opinion that it would be inappropriate to answer the query/request on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or to raise any objection within 3 working days (being a day on which banks are normally open for business in Ireland) of such notification and state the grounds for its objection. If the Tenderer does not withdraw the query/request or raise any objection within the specified period, or the Contracting Entity is of the opinion that, notwithstanding the objection of the Tenderer, the query/request is not confidential or commercially sensitive, the Contracting Entity may issue the query/request and its response to all of the Tenderers.

2.3.16 Ambiguities

Tenderers shall immediately notify the Contracting Entity should they become aware of any ambiguity, discrepancy, error or omission in this RFT and any accompanying documents. The Contracting Entity shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing, shall form part of the competition documents and may in the Contracting Entity's sole discretion form part of the Contract to be entered into in respect of the competition.

2.3.17 Negotiations and Letter of Intent

Following assessment of the tenders in accordance with the evaluation criteria set out in Section 6, the Contracting Entity reserves the right to:

- invite Tenderer(s) to participate in a best and final offer phase and to provide detailed price proposals during this best and final offer phase. The Contracting Entity may invite only a limited number (which could be one) of the highest ranking Tenderer(s) to participate in this best and final offer phase; and/or

- enter into discussions with the Tenderer(s) identified as having submitted the most economically advantageous tender. Discussions may relate to aspects of the Preferred Tenderer's tender, including price. The Contracting Entity reserves the right, if it is not satisfied with the progress or outcome of the discussions, to withdraw Preferred Tenderer status from the Preferred Tenderer and enter into discussions with the next ranked Tenderer.

The Contracting Entity may issue to the Tenderer to whom it intends to award the Contract a preferred bidder letter requiring that Tenderer to submit to the Contracting Entity any or all of the items listed in the Particulars together with any other items that the Contracting Entity deems appropriate.

If the Tenderer to whom such letter of intent is addressed does not submit the documents as required within the time allowed, the Contracting Entity may take such steps as it considers appropriate, including (but not limited to) proceeding to initiate award to the Tenderer who submitted the next most economically advantageous tender, allowing the Tenderer to whom the letter of intent was addressed additional time to provide the documents or proceeding to enter into the Contract with the Tenderer to whom the letter of intent was addressed (even though the documents have not yet been provided).

2.3.18 Form of Tender

Each Tenderer should sign and deliver the Form of Tender using the Tenderer's full correct legal name.

If the party who will enter into the Contract is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them should sign the Form of Tender.

Where a Tenderer comprises a lead contractor or consultant who will execute the Contract, collateral warranties may be required from any sub-contractor or sub-consultant in the form notified to the Tenderer by the Contracting Entity and entry into a Contract shall be conditional upon the provision of such warranties. The Contracting Entity reserves the right to approve the sub-contract or sub-consultancy appointment to be entered into between the lead contractor or consultant and any such sub-contractor or sub-consultant.

The Contracting Entity's decision as to whether or not a tender has complied with its requirements shall be binding.

2.3.19 Limitations on Font Size, Format and Amount of Information

Where applicable to ensure equality of treatment in the assessment of tenders, limits are placed on the size, format, and the amount of information Tenderers may submit in respect of the technical/quality criteria. Additional information submitted by the Tenderer in excess of any stated limit shall not be considered by the Contracting Entity nor shall it be included in the quotation evaluation/ assessment process, e.g. where a maximum of 10 pages are specified the Contracting Entity shall only consider the information presented in pages 1 to 10 inclusive and additional pages shall not be read or assessed. Similarly, where three examples of projects are requested only the first three projects listed/provided shall be considered as part of the assessment.

A minimum font size of 10 point Arial or equivalent shall be used in submission text. References to an A4 page are to one side of an A4 page (i.e. a double-sided page counts as 2 A4 Pages). For readability purposes, spreadsheets, drawings and diagrams only, (e.g. programmes, flow-charts), may be presented on A3 pages. Each A3 page shall count as 2 A4 pages, however the previous restriction on font size shall not apply to A3 pages.

2.3.20 Compliance with Applicable Obligations in the fields of Environmental, Social and Labour Law

In the performance of any Contract awarded the successful Tenderer and its subcontractors (if any) shall be required to comply with all applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Annex XIV to Directive 2014/25/EU of the European Parliament and of the Council.

In the performance of any Contract awarded, the successful Tenderer shall be fully responsible for and shall indemnify the Employer for and in respect of, any claim, loss, costs or expenses incurred as a result of its failure or incapacity to fulfil its obligations under Council Directive 2001/23/EC and the European Communities (Protection of Employees on Transfer of Undertakings) Regulation 2003.

Tenderers must take account of their legal obligations relating to taxation, employment protection, working conditions and environmental protection with pricing their Tenders.

Any successful Tenderer who is awarded the Contract shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of carrying out the Contract.

2.3.21 Currency and Exchange Rate

Unless stated otherwise elsewhere in this RFT, all figures are to be given in Euro (€). Where the data is not given in Euro, then the average European Central Bank foreign exchange rate for the financial period at the time of submission of the tender will be used when translating all income statement values and the rate as at the period end will be used when translating balance sheet values.

2.3.22 Tenderer's Organisation

The information requested in Appendix 8 (separate excel spreadsheet) shall be provided by the Tenderer (or the Principal Tenderer **only** in the case of a Joint Venture Tender). For the avoidance of doubt, this includes the information that is required where the Tenderer is relying on the resources of another entity (who is not a member of the consortium / JV) e.g. subcontractor, subsidiary, parent company, etc.

Responses to this section are for verification purposes only and will not be scored. The information provided may be used at various stages throughout the competition for example at contract execution stage. As with all information provided, it is the responsibility of the Tenderer to ensure the information provided is correct and to immediately advise the Contracting Entity if the information provided changes during the course of the competition.

3. EXCLUSION

Tenderers must complete the questionnaire in Appendix 2 (Exclusion Criteria). The Contracting Entity will accept Part III of the European Single Procurement Document (**ESPD**) in response to Parts 1 and 2 of Appendix 2 (Exclusion Criteria). Tenderers may be excluded from the competition as set out in Appendix 2.

4. MINIMUM REQUIREMENTS

Note: Any Tenderer that does not meet the minimum requirements contained in this Section 4 will not qualify to have its Tender assessed.

4.1 RELEVANT EXPERIENCE

The Tenderer shall submit reference projects that demonstrate that they have successfully delivered [three] projects of a similar scope, scale and complexity to this project, the scope of which is outlined at Appendix 7. All reference projects shall be within the last [5] years. The format to be used is that of the "Project Reference Data Sheet" set out in Appendix 3 to this document. In the case of a joint venture/consortium, different members may provide the evidence to meet the minimum requirements. If relevant, this shall also apply to subcontractors or other team members on which the Tenderer will rely to provide such evidence. The entity that performed the work/services in question must be the entity that is relied upon by the Tenderer in its answer.

Tenderers should note that, if the tender passes the minimum requirements, these reference projects are to be evaluated and scored under Section 5.1.1 of this RFT.

Note: Any Tenderer that does not meet the minimum requirements contained in this section will not qualify to have its tender evaluated.

4.2 PERSONNEL – CVs

The minimum requirement is that the Tenderer proposes key personnel (who will be carrying out the Services) with the minimum qualifications and experience set out below.

Tenderers shall provide completed "CV Reference Data Sheets" (Appendix 4) for each of those key personnel.

Tenderers should note that, if the Tenderer passes the minimum requirements, these CV reference data sheets are to be evaluated and scored under Section 5.1 of this RFT.

Note: Any Tenderer that does not meet the minimum requirements contained in this section will not qualify to have its tender evaluated.

Key Personnel	Minimum Requirements
Relationship / Account Manager / Director	• *Minimum 5 years' experience managing large corporate / public sector / utility or regulated customers* • *In depth experience of transactional banking services* • *Experience supporting clients with high transaction volumes and multiple bank accounts* • *Authority to escalate issues internally* • *Primary point of contact*
Client Services Manager / Service Delivery Partners	• *Minimum 5 years' experience in cash management / payment operations* • *Responsible for SLA's, incident management, card queries* • *Defined escalation and cover arrangements* • *Familiarity with SEPA payments, direct debits, and ISO 20022 standards* • *Access to specialist payments and compliance expertise*
Technology Lead	• *Minimum 5 years' experience, providing key systems, connectivity and resilience assistance* • *Proven responsibility for bank–client system connectivity, including Host-to-host (SFTP), File-based payment interfaces & Secure digital banking platforms* • *Supporting ERP's / billing / systems integrations including assistance regarding secure file transfers*
Employment Partner Consultant or Barrister	• *Minimum 10 years' experience*

4.3 NOT USED

~~The Minimum Requirement is that the Tenderer must demonstrate an average annual turnover, in the last 2 years or pro-rata for a company established within the last 2 years, of at least: €[XX]~~

~~The Tenderer should attach to their response, in respect of the entity responsible for financial standing (which can be the Tenderer), a letter from that entity's independent/external accountant or auditor setting out that entity's:~~

- ~~company details (company name, Tenderer name (if different), registered address, CRO number and VAT number); and~~
- ~~turnover for each of the two financial years immediately preceding the date noted at Item 2.1.f of these Particulars.~~

~~Where the Tenderer is unable, for a valid reason, to provide the specified documentation set out above, the Tenderer must inform the Contracting Entity of that valid reason as to why the documentation cannot be supplied, and provide other suitable alternative documentation to prove, to the satisfaction of the Contracting Entity, the relevant turnover.~~

~~The Contracting Entity reserves the right to request copies of financial statements of the supporting entity (which can include the Tenderer) at any stage in the tender process.~~

~~Resources of other entities: Tenderers should note that if they intend to rely on the financial capacity of another entity to satisfy this Minimum Requirement, they must submit all of the following:~~

~~(1) a letter from that entity's independent/external accountant or auditor in the Form;~~
~~(2) the documentation required in regarding that entity; and~~
~~(3) a duly executed undertaking(s) in the format set out from those entities.~~

~~The Contracting Entity reserves the right to request further information to demonstrate turnover.~~

4.4 INSURANCE

The Contracting Entity requires a letter from each Tenderer's insurers/brokers stating that the type and level of cover referred to in the Contract can be arranged on the Tenderer's behalf. No actual insurance documents are required to be submitted with the Tender.

4.5 NOT USED

~~4.5.1 Safety Statement, Health and Safety Policy or equivalent~~

~~The Tenderer shall provide an up-to-date copy of its Safety Statement as required under the Safety, Health and Welfare at Work Act 2005 or equivalent document/ manual (if registered outside of Ireland). At a minimum, this must include health and safety policy, management structure, responsibilities/resources, health and safety training requirements, accident and emergency procedures, and the relevant risk assessments to ensure the safety, health and welfare of their employees.~~

~~The minimum requirement is the provision of this document, in compliance with this question.~~

~~4.5.2 Health and Safety Information~~

~~The minimum requirement is that an accurate response is provided by the Tenderer in respect of A). B) & C) below.~~

~~A) Enforcement Actions~~

~~The Tenderer shall provide, for itself and each member (joint venture / consortium) of the Tenderer, details of the number of enforcement actions or prosecutions by the HSA or HSE (or local authorities (in the UK) or other equivalent safety regulator for each of the last 5 years (up to the date 7 calendar days~~

~~before the latest date for submission of the response to this RFT). If there are none, enter '0' in the No. column and state None in the Details column.~~

Enforcement	No.	Details
Prosecutions		
Prohibition Notices / Orders		
Improvement Notices		
Improvement Plans		

B) HSA Accident / Incident Performance

~~The Tenderer shall provide details in the table below of the organisation's accident/incident performance (including joint ventures and subcontractors) for each of the last 5 years (up to the date 7 calendar days before the latest date for submission of the response to this RFT).~~ **~~Incomplete data without full explanation will result in failure.~~** ~~Insert 0 if no incidents recorded or NA if data is unavailable. Where data is unavailable the Tenderer must provide a suitable explanation for the absence of such information in the Tenderer's Response box below.~~

Incident Type	20XX	20XX	20XX	20XX	20XX	20XX	Total
Man Hours Worked							
Fatalities (absolute)							
Fatalities (per 100,000 man-hours)							
Reportable (>3day) Accidents (absolute)							
Reportable (>3day) Accidents (per 100,000 man-hours))							
Lost Time (<=3 day) Accidents (absolute)							
Lost Time (<=3 day) Accidents (per 100,000 man-hours))							
First Aid Cases (absolute)							
First Aid Cases (per 100,000 man hrs)							
Reportable Dangerous Occurrences (HSA/HSE) (absolute)							
Reportable Dangerous Occurrences (HSA/HSE) (per 100,000 man-hrs)							

4.6 NOT USED

A. Environment

~~The Tenderer shall provide, for itself and each member (joint venture / consortium) of the Tenderer, details of the number of actions or prosecutions by any Local Authority, the Environmental Protection Agency, the Northern Irish or Scottish Environment Agency or any other environmental body for each of the last 5 years (up to the date 7 calendar days before the latest date for submission of the response to this RFT). If there are none, enter '0' in the No. column and state None in the Details column~~

Enforcement	No.	Details
Prosecutions		
Other		

4.7 EMPLOYEE RELATED MATTERS

The Minimum Requirement is either that the Tenderer states "No" in response to the questions below or, where it states "Yes", it provides sufficient evidence that appropriate action has been taken (including details of corrective steps taken) as a result of any unlawful discrimination or findings by the Workplace Relations Commission, the Irish Human Rights and Equality Commission or any comparable body in any other jurisdiction.

Where the Tenderer fails to provide sufficient evidence that appropriate action had been taken this may result in the Tenderer being eliminated without further consideration of its RFT response

Questions to be answered	**Yes**	**No**
In the last three years immediately preceding the date noted at section (f) of the Particulars, has any finding of unlawful discrimination been made against the Tenderer (or any parent company) by any court, employment tribunal, employment appeal tribunal or any comparable body in any other jurisdictions?		
And/or has the Tenderer (or any parent company) been the subject of formal investigations by the Workplace Relations Commission, the Irish Human Rights and Equality Commission or any comparable body in any other jurisdiction on grounds of alleged unlawful discrimination?		

4.8 MODERN SLAVERY ACT 2015 OR EQUIVALENT

The Tenderer must state either

1) "N/A" to all questions (because it is not a "relevant commercial organisation" as defined above and the country in which it is incorporated does not have equivalent legislation to the Act) or,
2) where the Tenderer states "Yes" to question (A), it provides sufficient evidence that it is compliant with the annual reporting requirements contained in Section 54 of the Modern Slavery Act. Or
3) the Tenderer responds "Yes" to question (C).

(A) Is the Tenderer a relevant commercial organisation as defined by Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")

Yes ☐
N/A ☐ _

(B) If "Yes", is the Tenderer compliant with the annual reporting requirements contained within Section 54 of the Act?

Yes ☐
Please provide the relevant url …

No ☐
Please provide an explanation

Where the Tenderer fails to provide sufficient evidence of compliance with the annual reporting requirements contained within Section 54 of the Act (where applicable), this may result in the Tenderer being eliminated without further consideration of its RFT response.

(C) If the country in which the Tenderer is incorporated has equivalent legislation to the Act, is the Tenderer compliant with the requirements of that Act?

Yes ☐
No ☐
N/A ☐

4.9 INFORMATION SECURITY

The Tenderer is to respond to the following questions, maximum of 1 A4 page per question.

Where pages provided on these questions exceeds 1 page per question, additional pages will not be considered.

1.Does your organisation have an Information Security management program supporting your organisations approach to managing Information Security? (Yes/No)
a. If yes, please provide supporting evidence of appropriate Information Security policies, standards and controls in place and if certified to ISO 27001 or other cybersecurity organisational standards (20marks)

2.Does your organisation require employees and contractors to complete a mandatory information security awareness programme, at least annually? (Yes/No)
a. If yes, please provide summary evidence of the content of training provided and if a knowledge quiz is included (20marks)

3.Does your organisation operate formal processes for responding to security incidents? (Yes/No)
a. If yes, please provide supporting evidence of processes and policies in place. (20marks)

4. Please detail the physical security controls implemented at your organisation location including those at third-party hosting providers (if applicable) to safeguard any stored UE data (20 marks).

5. Please detail the logical security controls implemented at your organisation location including those at third-party hosting providers (if applicable) to safeguard any stored UE data (20 marks)

5. EVALUATION

The Contracting Entity will evaluate tenders from those Tenderers that meet any minimum requirements specified in Section 4 against the evaluation criteria contained in this Section 5 (5.1 Technical and 5.2 Cost) in order to ascertain the **most economically advantageous tender(s)**.

If the Tenderer's response fails to meet a minimum score for a question in Section 5 the Tender may be excluded from further consideration.

Responses will be scored 0-100% for each of the scored elements described in Section 5 below, based on the level of detail provided, the criteria set out below and relative to the other Tenders submitted.

Score	Indicator
90-100%	Excellent
70-89%	Above Average
50-69%	Average
30-49%	Below Average
11-29%	A poor response
0-10%	Failed to address the question

Note to Contract Owner – this is to be applied in the evaluation unless the question sets out a different evaluation methodology, for each question in Section 5, the response will be evaluated to establish how specific the response is to the proposed services/supplies/works, the extent to which the response meets the Contracting Entity's requirements, the level of detail provided and the extent to which the response demonstrates the Tenderer's understanding of the services/supplies/works. In addition, if relevant, the response will be evaluated to establish the extent to which the project team members have experience of contracts of a similar nature, complexity and size of the proposed services/supplies/works.

5.1 TECHNICAL EVALUATION

As appropriate, for each sub-section in this Section 5.1 the response will be evaluated to establish how specific the response is to the proposed supplies/services, the level of detail provided and the extent to which the response demonstrates the Tenderer's understanding of the supplies/services.

The following table sets out the question to be answered, the maximum marks per question, the maximum number of A4 pages to be submitted and the minimum percentage required to pass if applicable.

Question	Max. marks	Max. no. of A4 pages	Min. % to pass
5.1.2 Methodology and Plan	10020	5	**N/A**
The Tenderer will set out its proposed methodology and plan to complete the deliverables as set out in Appendix 7.	10020	5	N/A
5.1.3 Sustainability	50	3	50%
The Tenderer shall detail the actions they will take to embed sustainability (economic, social and environmental) into the services provided under this tender. Each action should be accompanied by information on: (i) The resources which will be assigned for its implementation, and the person responsible for delivery (ii) The timeline for implementation (iii) How performance will be tracked over the contract period	50	3	25
Ongoing Delivery	40030	20	
Bulk File Payments: A significant proportion of Accounts Payable payments are generated through the Contracting Entity's ERP system (Oracle), with payroll payment files generated via the HR system (Core). Tenderers are requested to outline their proposed approach to: (i) Secure receipt and integration of payment files from on-premise and cloud-based systems (ii) End-to-end payment processing, including approvals, cut-off times, settlement, funding requirements, reconciliation, and reporting (iii) Any system or integration limitations (iv) Cancellation, deletion, or reversal of files, batches, or individual transactions (v) Management of failed or returned payments (vi) Identification, notification, and resolution of bulk payment processing failures (vii) Process current payment files generated in Oracle/Core in the current formats listed below (refer to sample copies in Appendix 7 as separate documents): i. Accounts Payable SEPA XML ii. Accounts Payable GBP File .csv (attached as .txt) iii. Payroll SEPA XML	560		
Once Off and Template Payments: The Contracting Entity processes one-off and repetitive domestic and international payments via its existing banking platform. Tenderers are requested to outline their proposed service, including process flows, payment tracking, controls, any limitations, and the handling, timing, and notification of failed payments. Also, outline ability to completely segregate payment creators from payment approvers on all payment types.	20		
Cheque Payments: Please outline your capabilities with regards to processing cheque payments (outgoing) via the local clearing system in both Ireland.In your response, please provide details on the following:	450		

(i) security and fraud prevention measures you propose (ii) options on placing a stop on cheques (including electronic options) print cheques in-house to cheque stationery			
Outgoing Direct Debits and Standing Orders: Please outline your proposal to meet the Contracting Entity's requirements for outgoing Direct Debits and Standing Orders. In your response, please outline any controls (including black / white listing, setting of maximum DD amounts), security and fraud prevention measures you provide and address the migration process from the current debited account. Also to outline ability to process Direct Debit receipt files.	50		
Bank Accounts, Account Configuration & Liquidity / Working Capital Management: Tenderers shall outline their capability to provide the required bank accounts, including account location (own or partner bank), branch location and credit rating, partner bank arrangements (integration and SLAs), working capital facilities, available liquidity structures, overnight investment options, interest calculation methodologies and rates (pooled and non-pooled), system capability for pooled accounts across branches, interest accrual and allocation, and any impacts on reporting or clearing where accounts are held across multiple branches.	50		
Electronic Banking System: Please detail (i) Any hardware, technical/software requirements to log on to the Electronic Banking platform (ii) segregation of duties between users capability to create payments and authorise payments on all payment types (iii) payment authorisation limits including dual authorisation (iv) setting limits defined by user on individual transactions (v) the audit trail capability (vi) potential to restrict users to a defined set of accounts for viewing purposes, payment initiation and authorising	50		
Bank Strategy: What plans do you have for developing your cash management offerings and services over the next 12–36 months in line with industry developments in the regions under consideration including but not limited to cash management innovation, digital solutions,? Please provide high level overview of details. Please provide any additional information regarding your cash management capabilities that you consider to be relevant to your ability to provide the services requested and may provide value to Uisce Eireann in its cash management	20		
Credit Card / Purchasing Card Rollout/Support: Please detail (i) Ability to support rollout of hundreds of purchasing cards including rapid issuance and cancellation (ii) Fraud monitoring and controls in place (iii) Integration with ERP / expense / AP system	340		

(iv) Card suspension, cancellation, and replacement processes Ongoing support available in relation to card queries/issues/transaction queries			
Receipts **Direct Debits** UE is responsible for billing customers for water services, with significant Direct Debit receipts. SEPA Rules and CC&B set up form part of our current process on presentation and representation of Direct Debits. In this regard: Please outline your Direct Debit capabilities and your proposed process for taking delivery of Direct Debit files generated in our Customer Care & Billing System. In your response, please include details of (i) The process flows and cut off times for file delivery, processing, debit of funds on payers account and credit of funds on UE accounts (ii) Any limitations within your systems (iii) Interoperability with Connect Direct for taking delivery of these files (iv) Customer refunds and rights **Cheques received and Over the Counter receipts** Please outline your capabilities with regards to processing cheque receipts (in-coming) via the local clearing system in Ireland. In your response, please provide details of (i) Locations for posting purposes / physical delivery (ii) Timings and processing times (iii) Reporting and reconciliation capability (iv) Security and Fraud prevention / detection measures (v) Your proposed process for addressing returned cheques (vi) (iAny restrictions / limitations we should be aware of (iii) Please outline how your bank can facilitate over the counter lodgements.	50		
Ongoing Relationship Management			
Please describe how you propose to implement a communication and engagement framework to manage the relationship with the Contracting Entity effectively. Include within your response your approach to delivering updates / meetings / reviews and your process for escalation and managing change / issues. Please address the following in your submission (i) Details of the proposed relationship team including an organisational chart illustrating clearly key responsibilities, reporting lines and levels of decision making (ii) Details of ultimate relationship manager / key account manager including qualifications and experience, please complete CV reference sheet (iii) Communications options available re your customer service with queries Commitments in terms of resolution turnaround times on queries raised and key escalation points / contacts	40		
Business Continuity, Security and Disaster Recovery Assurances	50~~100~~	4	50%

The Applicant should provide an outline of its business continuity and disaster recovery arrangements that has in place to support the implementation and uninterrupted delivery of the services contained in this tender. The Applicant should demonstrate that up to date Policies, Procedures and/ or Plans are in place and that those are subject to regular testing and review.	50~~100~~	5	25~~50~~
Information Security (as per section 4.9)	100	5	N/A
Does your organisation have an Information Security management program supporting your organisations approach to managing Information Security? (Yes/No) a. If yes, please provide supporting evidence of appropriate Information Security policies, standards and controls in place and if certified to ISO 27001 or other cybersecurity organisational standards	20	1	
Does your organisation require employees and contractors to complete a mandatory information security awareness programme, at least annually? (Yes/No) a. If yes, please provide summary evidence of the content of training provided and if a knowledge quiz is included	20	1	
Does your organisation operate formal processes for responding to security incidents? (Yes/No) a. If yes, please provide supporting evidence of processes and policies in place.	20	1	
Please detail the physical security controls implemented at your organisation location including those at third-party hosting providers (if applicable) to safeguard any stored UE data	20	1	
Please detail the logical security controls implemented at your organisation location including those at third-party hosting providers (if applicable) to safeguard any stored UE data	20	1	
TOTAL QUALITY	700		
TOTAL PRICE	300		
TOTAL:	**1000**	n/a	n/a

5.2 COST EVALUATION

The Tenderer is to complete the price breakdown as set out in Appendix 6.

To score Section 6.2, marks shall be allocated to each Tender as follows (and rounded to the nearest whole number):

$$\% \text{ Score} = \frac{\text{lowest Tender Total submitted to the Contracting Entity}}{\text{Tender Total offered by the Tenderer}} \text{ x weighting}$$

“Note: Tender Total” to be amended to match the words for the comparative, total price in the pricing in Appendix 6.

The notional number of units (if any) are for evaluation purposes only – there is no guarantee that these, or any services/supplies will be ordered.

6. RFT SUBMISSION CHECKLIST

Tenderers should refer to the checklist below in relation to the information that must be included with their Tender. This checklist is for the assistance of Tenderers but should not be relied on as being definitive or as accurately reflecting the RFT requirements. The Contracting Entity does not accept any responsibility for any omission from this checklist or from the Tenders. Tenderers are advised to read this RFT and any appendices in full in order to ensure they provide a comprehensive response to the Contracting Entity's requirements.

SECTION OF RFT:	ITEM TO BE PROVIDED:	CHECK
	TAX CLEARANCE, INSURANCE REQUIREMENTS	
Section 4.4	Documented evidence that can comply with Section 4.4	
Section 2.3.9	Documentation specified in section 2.3.9	
	PRICE	
Section 6.2 & Appendix 6	Price submission as per referenced RFT section	
	QUALITY	
Section 4.5	Technical Proposal submission as per referenced RFT section	
Section 4.8	Information Security submission as per referenced RFT section	
Section 5	Technical Evaluation Criteria	
Appendix 1	Fully completed and signed Form of Tender	
Appendix 2	Fully completed Exclusion Criteria	
Appendix 3	Fully completed Project Reference Data Sheet	
Appendix 4	Project Reference Data Sheet	
Appendix 8	Fully completed Tenderer's Organisation (excel spreadsheet)	
Appendix 9 & 2.3.12	Form of Financial Standing Letter	
Appendix 10 & 2.3.12	Form of Resources/Technical Ability Letter	

APPENDIX 1 FORM OF TENDER

Contract Title	*Provision of Transactional Banking Services for Irish Water*
Tender Reference	26/002
Tenderer:	……

Having examined the RFT and accompanying Appendices we offer to provide the whole of the materials/services for: ***[Note: select <u>one</u> option only, as appropriate]***

A - the rates and prices set out in Appendix 6 of this RFT

B the following lump sum price:	€……..

1. I/We the undersigned hereby tender for the above Contract in accordance with the tender attached and the RFT (and all Appendices) at the price quoted above and for the prices specified in the tender forming part of my/our tender response.

2. Where applicable, we have taken account of our legal obligations relating to taxation, employment protection, working conditions and environmental protection.

3. We agree that, if awarded the Contract, we shall, in the performance of the Contract, comply with all applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex XIV to Directive 2014/25/EU of the European Parliament and of the Council.

4. In the event of acceptance of this offer we will accept a Contract in accordance with the terms of this offer and in accordance with the conditions of contract appended as Appendix 5, which we have examined and understand.

5. I/We understand that the Contracting Entity reserves the right to discontinue the award procedure.

5. I/We warrant that I/we have all the requisite corporate authority to sign this tender.

6. In consideration of the issue to us of the RFT, I/we agree that this Tender shall remain open for acceptance for the period stated in Particular 2.1(g) of the RFT, or such extended date as we may agree with the Contracting Entity.

Signed on behalf of the Tenderer ……

Position: ……

Registered Company Name in the CRO (or international equivalent registration authority): ……

Company Registration No: ……

Registered Address:

……

Dated this …… day of …… 20…

APPENDIX 2 EXCLUSION CRITERIA

Tender Title	*Provision of Transactional Banking Services for Irish Water*
Tender Reference	26/002
Tenderer:	……

PART ONE: Regulation 57(1) and (3) Mandatory Exclusions

Description	**Please indicate your answer by marking 'X' in the relevant cell.**	
	Yes	**No**
Confirm that none of the exclusion grounds listed in Regulation 57(1) to 57(3) of the European Union (Award of Public Authority Contracts) Regulations 2016, apply		
The Contracting Entity is prohibited from awarding the Contract to any entity that meets any of the conditions set out above (unless specific grounds for derogation exist in accordance with Article 5k.2 of that Council Regulation) and such a Tenderer shall be excluded from the competition.		

PART TWO: Russian Prohibition

Please indicate if the Tenderer or any member of the Tenderer, in the case of a group/consortium, or any entity being relied upon for the purposes of this competition falls under one of the definitions under Section 5k.1 of COUNCIL REGULATION (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, being:	**Please indicate your answer by marking 'X' in the relevant cell.**	
	Yes	**No**
(a) a Russian national, or a natural or legal person, entity or body established in Russia; (b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a); or (c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b), including, where they account for more than 10 % of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement directives. If the answer to any of the above questions is "yes", please provide details.		
The Contracting Entity is prohibited from awarding the Contract to any entity that meets any of the conditions set out above (unless specific grounds for derogation exist in accordance with Article 5k.2 of that Council Regulation) and such a Tenderer shall be excluded from the competition.		

PART THREE: Declaration of Compliance

Description	Please indicate your answer by marking 'X' in the relevant cell.	
	Yes	**No**
Confirm that the Tenderer complies with all applicable obligations in the fields of environmental, social and labour law that apply at the place where the services provided that have been established by European Union law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016		
If the Tenderer does not provide a positive declaration of compliance it shall be excluded from the competition.		

APPENDIX 3 PROJECT REFERENCE DATA SHEET

Reference Projects Data Sheet for	(name of Tenderer)
	Reference Project 1 (Repeat as necessary)
Company involved in the project	
Reference project title	
Year of Completion	
Overall Project Value (incl. VAT)	
Project Value applicable to the company (incl. VAT)	
Main Duties and Responsibilities of the company	
Other relevant information	

APPENDIX 4 CV REFERENCE DATA SHEET

CV Reference Data Sheet for	Name:		Key Position for which this person is nominated	
Company Name of Employer				
Relevant qualifications & No. years relevant experience				
Reference project title	**Reference Project 1**		**Reference Project 2**	**Reference Project 3**
Year of Completion				
Overall Project Value (incl. VAT)				
Project Value applicable to employee's company (incl. VAT)				
Experience on projects of similar nature and complexity including, main duties and responsibilities of Employee in respect of reference projects				
Other relevant information				

APPENDIX 5 FORM OF CONTRACT

Attached as separate document

APPENDIX 6 PRICING DOCUMENT

Attached as separate document

APPENDIX 7 SCOPE

Attached as separate document

APPENDIX 8: TENDERER'S ORGANISATION

Separate excel spreadsheet, attached.

APPENDIX 9: FORM OF FINANCIAL STANDING LETTER

Dear Sir,

Re: *Enter Uisce Éireann Reference and Contract Name*
Tender Response Submission by [**Tenderer name]**
Financial Resources

We understand that [**Tenderer name]**, is relying on our financial standing in the above competition and requires confirmation that those financial resources are available to it.

Accordingly, we confirm that we can provide the financial resources identified in the Tender Response to facilitate **Tenderer name's** participation in the competition. In addition, if they are successful in the competition and appointed, then we will provide a guarantee to you that those financial resources will be made available for the duration of the Contract.

We confirm the following details in relation to our company:

Registered name:	
Registered address:	
Company number (CRO):	
VAT number:	

Yours faithfully,

Authorised Representative of
Guarantor of Financial resources

APPENDIX 10: FORM OF RESOURCES/TECHNICAL ABILITY LETTER

Dear Sir,

Re: *Enter Uisce Éireann Reference and Contract Name*
Tender Response Submission by [**Tenderer name]**
Resources/Technical Ability

We understand that [**Tenderer name]**, is relying on our resources/technical ability in the above competition and requires confirmation that those resources are available to it.

Accordingly, we confirm that we can provide the resources identified in the Tender response to facilitate [**Tenderer name]** participation in the competition. In addition, if they are successful in the competition and appointed, then we will provide a guarantee to you that those resources will be made available for the duration of the Contract. We also confirm that we will perform those elements of the contract for which the resources or capacities relied upon are required.

Yours faithfully,

Authorised Representative of
Guarantor of Technical Ability/Resources