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Invitation to Tender

1. REQUEST FOR TENDERS

WORKS SUBJECT TO LANDOWNER FINAL AGREEMENT

| | |
|--|--|
| Title of Contract | The Design and Construction of Farm Nature-based Solutions (NbS) in the Strule River catchment |
| Value | Approx. €30,000.00 (exc. VAT) |
| Delivery In | NI Only |
| Currency of the Tender | Euro € (if converting from £ use May 2026 rates: https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en) |
| Key Dates | Tender review July 2026, Tender commencement August 2026 |
| Issue Date | 29 June 2026 |
| Closing Date for Queries | 16 July 2026 |
| Response Deadline for Tender Submissions | 31 July 2026 |
| Contact for Queries | |
| By email to ian.dodds@therivertrust.org | |
| Format for submission of tenders Completion of Appendix A document | |
| By email to ian.dodds@therivertrust.org | |



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1. INTRODUCTION & BACKGROUND

1.1 The Rivers Trust

The Rivers Trust are conservation experts with a wealth of data and expertise at our fingertips. We work with our 65 member trusts to make our shared vision a reality: wild, healthy, natural rivers, valued by all. We want biodiversity to thrive in and around our rivers. Whether you enjoy fishing, swimming or a riverside stroll, our rivers need us more than ever to recover and revive.

With our expertise, reach and our member trusts' local knowledge, we work with farmers, residents and organisations to provide advice and resources for their communities. We bring together the people, knowledge, data and intelligence to help rivers thrive again; for us and future generations. Our rivers are an integral part of our communities and we are leading the movement to protect them. We believe in the importance of a deep understanding of local areas. That's why we work with our member Trusts to take relevant, rapid, local action.

<https://theriverstrust.org/>

1.2 Overview of Requirements

The Rivers Trust (The "Contracting Authority") invites tender submissions ("Tender Submissions") in response to this Request for Tenders and the documents issued herewith ("Request For Tenders") from the parties to which have answered the call for Tenders ("Tenderers") for The Construction of Nature-based Solutions on selected demonstration farms in the Strule River catchment (NbS Demo Farms) to be purchased by the Contracting Authority and as more fully described in Section 2: Overview of Requirements. Any contract awarded in respect of the works shall be in the terms contained at Appendix B: Contract Terms and Conditions (the "Contract").

1.3 Timeline

The following 'indicative' timeline is envisaged for this procurement process:

| Issue RFT | |
|--------------------------|--------------|
| Closing date for Queries | 16 July 2026 |
| TRT Response Deadline | 23 July 2026 |



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|------------------------------|----------------|
| Tender closing date | 31 July 2026 |
| Award decision | 7 August 2026 |
| Contract Commencement | 14 August 2026 |

Save in respect of the Closing Date for Queries and Response Deadline, the dates provided above are estimates at the time of issue of this Request for Tenders document; the Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed. The Contracting Authority reserves the right to amend the timescales at its absolute discretion.



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2. OVERVIEW OF REQUIREMENTS

2.1 Project Background

Protecting Shared Waters (PSW) (the “Project”) is a €7.5 million cross-border collaborative project, led by Northern Ireland Water, and involving Agri-food and Bioscience Institute (AFBI), James Hutton Institute, Uisce Éireann (Irish Water), Ulster Wildlife and The Rivers Trust.

The Project is funded by the PEACEPLUS programme, which is managed by the Special EU Programme Body (SEUPB).

This Project aims to develop innovative and transferable solutions to the challenges of degraded water quality and pressures on water quantity in our freshwater environment, focusing on the use of nature-based solutions and community engagement and empowerment.

Supported by science and best practice in stakeholder engagement and integrated catchment management, PSW will implement targeted agronomic advice and catchment-scale nature-based solutions in two source drinking water catchments, one in Ireland and one in Northern Ireland, to protect and improve raw water quality and quantity, as well as deliver cross-border knowledge transfer.

The project will result in the delivery of jointly developed solutions to systemic pressures on our rivers that are a source of drinking water. PSW will contribute to improved water quality and benefit the drinking water supply population in the River Strule and River Fane catchments. The work of the project is split into three workplans and this scope of work falls within workplan 2 which aims to:

To pilot Nature based Solutions in the Glenhordial, Glencurry and Camowen catchments, which supply Glenhordial Water Treatment Works, to reduce sediment, pesticide and nutrient loss. This will include:

1. the development of a decision-making process applicable for NI/border counties ensuring that the right measures NbS are implemented in the right places.
2. The implementation of a series of pilots for Nature based Solutions (NbS) on agricultural land in the Glenhordial and Camowen catchments.
3. The restoration of peatland (Murrins ASSI, Glenhordial, Glencurry catchments) thus improving designated sites through implementation of necessary conservation measures,



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4. The development of peatland restoration plans and landowner engagement for two sites, which can be restored when further funding becomes available,

Specifically, this scope of work will focus on installing demonstration Nature based Solutions (NbS) on private land in a sub-catchment of the River Strule catchment (bullet 2 above).

Geographical Location

The demonstration NbS are located on private farmland in the lowland Camowen sub-catchment of the Glenhordial drinking water catchment which supplies water to areas of Counties Omagh and Fermanagh.

The Glenhordial sub-catchment is located in an upland area approximately 1.32 km north of Omagh. Glenhordial Reservoir and WTW are also located within this sub-catchment. The sub-catchment consists mostly of natural grassland, and moors and heathland, but also of improved grassland pastures in the southern section.

The Camowen sub-catchment is located on the southwestern periphery of Omagh. There is a range of land uses within the sub-catchment, most of which are agricultural but there are also peat bogs, coniferous forest, discontinuous urban fabric and mineral extraction sites within the sub-catchment.



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Figure 1: Location of the farm where works will be carried out, showing Farm A in the Camowen sub-catchment (2.5 km radius).

2.2 Contract Summary



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The Contracting Authority wishes to procure The Design and Construction of Farm Nature-based Solutions in the Strule River catchment (as set out in the RFT) to be supplied and delivered as set out in section 3.



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SPECIFIC REQUIREMENTS

3.1 Specification

This Specification sets out the requirements for the design, construction, installation, and commissioning of nature-based water quality improvement measures on an agricultural holding (referred to as “Farm A”).

The objective is to reduce nutrient and sediment losses to the watercourse, improve downstream water quality in the receiving watercourse, and enhance catchment resilience using low-impact, nature-based interventions.

The Contractor shall supply all labour, plant, materials, and expertise necessary to install the nature-based solutions detailed in this Specification.

Measures to be installed include, but are not limited to:

- Sediment traps/settlement ponds
- Woodchip-willow beds (woodchips must have bark removed)
- Swales/diversion ditches
- Earthen soil bunds
- Associated works (earthworks, inlets/outlets, pipework, access tracks, spillways, landscaping, fencing, and reseeding damaged grassland)
- Adjustments to works installation, as may be required post installation phase to improve NbS works, as instructed by The Rivers Trust staff.

Sections 3.1.2 and 3.1.3 provide detailed quantities and locations. The individual measures listed above are grouped by Zone, whereby they complement each other and are to be constructed in the same locality. The measures have been scoped out already but require detailed design within this specification of work.

3.2 Methodology

The methodology must cover, at a minimum:

3.2.1 Pre-construction



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- Site walkover with the landowner/s and Project Manager
- Confirm feature locations and dimensions against the tender drawings
- Engage with the Contracting Authority and landowners to schedule works around farm business activities
- Produce detailed technical drawings (CAD or similar) of the works, for approval by regulatory authorities (liaison to be undertaken by The Rivers Trust on receipt of technical drawings). Final detailed technical drawings must be produced by successful Tenderer within 2 weeks of contact commencement (26 June 2026).
- Plan and co-ordinate health and safety for the construction phase, in full compliance with all duties and responsibilities outlined under CDM.
- Engage with relevant experts on certain aspects of NbS design, including but not limited to:
 - Willow sourcing and planting (e.g. appropriate species, local provider)
 - Wetland species

3.2.2 Construction

- Excavate features to required footprint, depths and gradients.
- Form bunds, banks and shallow basins to achieve appropriate water retention and flow accumulation.
- Install inlets/outlets or overflow points where specified to ensure controlled outflow.
- Manage, monitor and co-ordinate health and safety during the construction phase, and comply fully with all duties and responsibilities outlined under CDM.

3.2.3 Post-Construction

- Expected that incorrect installations are amended
- Several aspects of the systems may need adapting as we monitor their effectiveness. The Tenderer should allow appropriate time and budget for this.

3.2. Numbers and Locations

3.3.1 Farm A (Camowen subcatchment)



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A.1 Open-Ditch Multistage Treatment Zone

This measure will intercept existing subsurface drainage and divert flow through an open-ditch treatment system. It has been designed to treat water containing high sediment and nutrient-rich runoff before discharge to a watercourse. Coarser sediments will settle in an initial trap, while woodchip and willow roots will help filter nutrients (e.g. nitrates and phosphorus) before water returns to the drain to flow to the next treatment system (A.2).

Zone A.1 will be comprised of a sediment trap, followed by a bed of woodchip, and then an area planted with native willow. This treatment system should be built between two subsurface drain inspection chambers. A one-meter-deep subsurface drain carries drainage runoff from the upstream area and surface runoff from farm hard-standings. The measure should be designed to effectively treat the current runoff and also handle washings from a dairy parlour. This drain must be daylighted for the length of 60 meters between the two inspection chambers.

After the runoff passes through the system, it will re-enter the subsurface drain at the position of the lower inspection chamber. From here it flows toward Zone A.2.

A.2 Wetland and Temporary Storage Treatment Zone

This measure intercepts existing subsurface drainage and diverts flow through a sediment trap and into a permanent wetland, enclosed by a temporary flood attenuation feature. It has been designed to treat high sediment and nutrient-rich runoff. Zone A.2 receives outflow from Zone A.1.

Zone A.2 will consist of a sediment trap, followed by a permanent wetland feature, and an earthen soil bund which will function as a temporary runoff accumulation zone under high flow conditions. An underground pipe (< 1 m below surface) must be daylighted for approximately 70-80 meters. The sediment trap will be used to remove coarser sediment before the flow will spill into the wetland. From here the runoff will flow into a permanently fenced-off wetland pond. This pond should be designed so that it is at 50% capacity under average flow conditions. Then, during medium-sized storm events, the pond should fill. During larger infrequent storms, the wetland pond will overflow, and where appropriate, flow should back-up behind an earthen soil bund. This will create a temporary water accumulation zone. It also acts as a “failsafe” to prevent nutrient and sediment loss during flood events. An outflow control structure (e.g. V-notch weir) will be used to back-up the flow.



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Table 1: Guideline dimensions for each component of zone A.1 and A.2. Please note that these dimensions are intended to be used as a guide: the Tenderer should use their own expertise to properly size all works.

| Feature | Structure | Quantity | Dimensions (LBH) |
|---|-------------------------------|----------|--------------------|
| A.1 Open-Ditch Multistage Treatment Zone | Sediment trap | 1 | 10 m x 3 m x 1 m |
| | Woodchip filter bed | 1 | 10 m x 3 m x 0.5 m |
| | Willow plantation | 1 | 40 m x 6 m |
| A.2 Wetland and Temporary Storage Treatment Zone | Sediment trap | 1 | 15 m x 3 m x 1 m |
| | Permanent wetland | 1 | 15 m x 6 m x 0.4 m |
| | Temporary runoff storage area | 1 | 50 m x 25 m x 1 m |

3.3 Access

Access maps with routes (including gates, etc.) will be provided to the successful Tenderer.

3.4 Machinery

Machinery Type – civil engineering machinery and potential bog machinery.

Bog Mats – bog mats may need to be used.

Bogging Machinery – Should a machine become sunken, buried or engulfed within the site the contractor shall immediately notify the client who will instruct the contractor as to the appropriate steps to be taken in the short term. Final decision will rest The Rivers Trust as to whether the machine will be wholly or partially recovered. Contractors should note that the decision may be made to leave the machine in situ, entirely at the contractor's loss. In such an instance the contractor shall retain sole responsibility for the removal of all fluids from the machine at the contractor's cost.

The successful contractor will be required to have a de-bogging plan as part of their construction phase health and safety plan.



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Refuelling - each site is located in a drinking water catchment which supplies water for public supply.

- Bundled fuel supplies to be used at all times to prevent contamination of the drinking water catchment with the use of biodegradable lubricants recommended.
- The contractor is responsible for preventing contamination from fuel and lubricants to the site.
- A plan should be provided outlining fuel storage areas, refilling methods and contingency precautions to deal with and spillages that occur

3.5 Health and Safety

The following outlines the health and safety requirements that the successful contractor will adhere to during the course of the works. The Rivers Trust will be carrying out regular checks to ensure health and safety requirements are being adhered to.

All contractors will be capable of adhering to the minimum Health and Safety regulations set out under The Health and Safety at Work Order 1978 and the Management of Health and Safety at Work Regulations (Northern Ireland) 2000 and subsequent amendments plus any additional relevant Health and Safety Authority regulations and guidance.

All staff operating machinery or tools that legally require approved professional training and certification will be able to provide documentary proof that they are trained to the required standard or were permitted by guidelines/legislation they are operating it under the supervision of a licensee.

The Rivers Trust expects a 'No Boots, No Job' policy on site, with all contractors to provide their staff with approved personal protective equipment and to ensure that this equipment is correctly used. The primary contractor will carry responsibility for the Health and Safety of any sub-contractors operating on site.

When the Contractor is carrying out the work, signage and temporary fencing will be erected. The display of any warning signs does not diminish the responsibility of the Contractor to ensure that no danger is caused to members of the public, The Rivers Trust staff and other Contractors.

Works will not be undertaken 48 hours before or after an orange or red weather warning.

The successful contractor will provide the Rivers Trust with a site-specific risk assessment and a safe system of work (SSOW) document before works commence which will be signed off by The Rivers Trust.



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3.5.1 Construction Design Management (CDM)

The CDM Regulations apply on this project.

In Compliance with Regulation 5 of the CDM regulation, the Client (The Rivers Trust) will appoint the successful contractor as the principal contractor and the principal designer. The principal contractor is expected to appoint a designer who will undertake the duties of the principal designer in compliance with relevant regulations with the CDM regulations and who has the relevant skills, knowledge and experience.

In compliance with Regulation 8 of the CDM regulation

- A designer (including a principal designer) or contractor (including a principal contractor) appointed to work on a project must have the skills, knowledge and experience and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the project.
- A designer or contractor must not accept an appointment to a project unless they have the required skills, knowledge and experience.
- A person who is responsible for appointing a designer or contractor to carry out work on a project must take reasonable steps to satisfy themselves that the designer or contractor have the required skills, knowledge and experience.

In compliance with regulation 4 of the CDM regulations, a pre-construction information (PCI) document will be provided which will outline all major risks, site rules and key information about the sites and project works. The principal contractor will be required to plan, manage, monitor and co-ordinate health and safety during the construction phase, and must comply fully with all duties and responsibilities outlined under CDM. This includes, but is not limited to, preparing and implementing a Construction Phase Plan, ensuring competent supervision on site, managing risks appropriately, and cooperating with the Client and other duty holders as required, including on design and planning.

3.6 Mitigation Measures

Times of Year



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- Works are expected to take place between **August – October 2026**. Upon receipt of detailed designs, application will be made to DfI Rivers for Schedule 6 consent by TRT, which may produce delays. Work cannot commence until consent is granted.

Fuels, lubricants and chemicals

Fuels, lubricants and chemicals will be transported and stored in appropriate containers. A spill containment kit must be kept on site at all times and staff should be familiar with how and when to use it. All refuelling will be carried out at locations agreed with The Rivers Trust staff.

Each site is located in a drinking water catchment which supplies water for public supply.

- Bunded fuel supplies to be used at all times to prevent contamination of the drinking water catchment with the use of biodegradable lubricants recommended.
- The contractor is responsible for preventing contamination from fuel and lubricants to the site.
- A plan should be provided outlining fuel storage areas, refilling methods and contingency precautions to deal with and spillages that occur. If spills occur the Glenhordial NIW Plant Manager must be informed immediately.
- The contractor will undertake the works using the best available practice and follow all the relevant Pollution Prevention Guidelines (PPG) which can be found at <https://www.netregs.org.uk/environmental-topics/guidance-for-pollution-prevention-gpp-documents>
- Particular attention will be paid to: PPG1 General Guidelines PPG5 Working near water PPG6 Construction and Demolition sites PPG7 Refuelling vehicles PPG21 Pollution response plans PPG9 Pesticides.
- Should a fuel spillage occur, the contractor will immediately inform the client and appropriate authorities as necessary in line with environmental legislation.

Access

- All machinery used to access the site will be low ground pressure or all-terrain vehicles to avoid any damage to the features of the site.



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- In situations where ground conditions have been identified as being too wet and soil or surface damage is a risk then ground protection mats or boards will be used in order to protect the features of the site.
- All staff operating machinery or tools that legally require approved professional training and certification must be able to provide documentary proof that they are trained to the required standard or were permitted by guidelines/legislation they are operating it under the supervision of a licensee.
- Routes for vehicular access will be agreed with The Rivers Trust staff in advance of works taking place. Contractors will be briefed that access outside of these routes is not allowed unless it has been agreed previously by the Rivers Trust.

Notable Species

- All known notable species will be marked appropriately. Contractors will be made aware of their presence and location. All agreed routes will avoid these locations and contractors will access these locations under no circumstances.
- Observation will take place to determine whether there are any roosting birds of prey on the site including hen harrier and short eared owl. If any are recorded, then works will be planned around them in order to avoid disturbance.

Waste Management

- All contractors must remove all waste from the site and where appropriate re-cycle these materials. All waste movements must be compliant with current waste management legislation.

Restoration in the Event of Damage

- It will be the responsibility of the contractor to ensure that every precaution is taken to avoid damage to the priority habitats and to repair any damage caused. Priority habitats will be highlighted prior to contract start with the Rivers Trust staff. A tool to help identify any biodiversity and natural heritage interests can be found at this link:
 - <https://www.daera-ni.gov.uk/publications/ni-biodiversity-checklist-documents>
- Rivers Trust staff will be on site with contractors monitoring progress and works will be stopped if there are concerns about excessive impacts.
- In the event of any damage the contractor will repair any damage caused under the supervision and guidance of The Rivers Trust staff.



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Archaeology

- Archaeological deposits are known to occur in bogs and contractors must be vigilant at all times when operating machinery. If an object suspected of being of archaeological importance arises the contractor must immediately contact The Rivers Trust who will inform staff at the Department of Agriculture, Environment and Rural Affairs (DAERA). The contract must heed the instruction of the Rivers Trust and DAERA in relation to the recommencement of works.

3.7 Timeframes

- Works are expected to take place between **August – October 2026**. Upon receipt of detailed designs, application will be made to DfI Rivers for Schedule 6 consent by TRT, which may produce delays. Work cannot commence until consent is granted.

3.8 Site Visit

Contractors must carry out or attend a site visit. This can be done by attending the site visit facilitated by the client at the date and time below.

Suppliers must provide evidence of having carried out a site visit in their methodology either through site specific notes or images captured during the visit.

The Rivers Trust will be available for site visits with contractors on **in July 2026**. **If you wish to attend a site visit please contact ian.dodds@theriverstrust.org** by 10th July 2026 at 5pm.



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3. SELECTION CRITERIA

These sections below outline the minimum requirements including technical, financial, and economic criteria. Tender applications will be excluded if instructions are not followed, and information requested is not submitted.

4.1 Experience and Track Record

| Requirement | Tenderer Instruction |
|--|--|
| (i) Details of Individual/Organisation, Year of Establishment and Range of Services/Works Provided with Particular Reference to The Subject Matter. | Tenderers must provide a brief overview of the range of services and works that they provide relevant to this particular contract |
| (ii) The Tenderer Must Demonstrate its Experience in Providing Services of a Similar Scale and Nature. Tenderer must provide a description of the operator's current client base (by sector and size of clients). This must include comprehensive information on previous work of a similar nature over the past 5 years. Organisations must have a proven track record of providing Services/Works similar in size and scope to the requirements set out in section 3 of this RFT. | Tenderers must complete the tables in Appendix A and provide acceptable evidence of previous experience and contracts of a similar nature and value in the past 5 years. |
| (iii) Information on Staff Levels Within Your Organisation | Tenderers must satisfy Contracting Authority that they have a suitable level of resource by providing information outlined in the table. |
| (iv) Details of Key Personnel | Tenderers must detail the Key Personnel that will be working on this project if successful. The Supplier shall make available for the performance of the Contract the personnel specified in its Tender Submission and shall not replace or reassign any such |



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| | <p>personnel without the prior written approval of the client. The Rivers Trust reserves the right to reject proposed replacements. The Supplier shall ensure that all named individuals remain assigned to the Contract for its duration, except where changes are expressly approved in writing.</p> <p>Tenderers must complete table below and include details of all persons who will be employed in carrying out the project.</p> |
| (v)(a) Quality Assurance Programmes | Tenderers must provide a list of any QA programmes in use within their organization together with evidence of any relevant QA Standards attained. |
| (v)(b) Environmental and Sustainability Assurance Programmes | Tenderers must provide a list of any ES programmes in use within their organization together with evidence of any relevant ES Standards attained. |

4.2 Insurance Levels

| Requirement | Tenderer Instruction |
|--|---|
| (i)The Tenderer Must Meet Insurance Requirements of Contracting Authority | <p>The Tenderer must complete the schedule in Appendix A signifying their agreement to arrange to keep in force appropriate insurances which will include:</p> <p>Public Liability Policy covering the successful tenderer's legal liability to third parties with a minimum limit of £5 million on any one accident. This covers legal liability to pay compensation to Third Parties for accidents involving bodily injury or property damage.</p> <p>Employer's Liability Policy with a minimum limit of indemnity of £5 million on any one occurrence (where the tenderer has employees or assistants).</p> |



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Provide details of insurer, policy numbers, limits of indemnity, excess and expiry

Tenderers: you must sign in Appendix A to denote that you will obtain the required insurance cover if successful with your tender bid for this contract and keep this in place for the duration of the Contract.

4.3 Subcontractors/partners

If applicable, tenders should indicate if subcontracting will take place.

This should include the following information:

- Subcontractor/Partner Name
- Business Description
- No. of Years in Business
- Relationship to Tenderer
- Reference 1
- Reference 2

4.5 Tenderers Declaration

Section 3.1 of Appendix A must be completed and signed by a duly authorised officer of the tenderers organisation to certify that the information provided is accurate and complete to the best of their knowledge and belief and that they understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.



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4.6 Convictions, Obligations and Data Security

Tenders must answer yes or no to the following statements/questions relating to convictions, obligations and data security as set out in Appendix A.

DECLARATION OF BONA FIDES

As per Article 57 of Public Sector Directive 2014/24/EU as implemented by SI 284 of May 2016. Or UK applicable legislation.

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?

| | |
|---------------|--|
| 1.1. a | participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA; |
| 1.1. b | corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established; |
| 1.1.c | fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests; |
| 1.1. d | the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence; |
| 1.1. e | the subject of a conviction for money laundering or terrorist financing; |
| 1.1. f | the subject of a conviction of child labour and other forms of trafficking in human beings; |



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Non-payment of taxes or social security obligations

1.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?

Note: If the response to 1.2 above is in the affirmative, please provide further information on the decision and the amounts involved

An Economic Operator who answers ‘Yes’ in any of the situations set out in paragraphs 2.1.a to 2.1.i will be excluded.

2.1 The tenderer must indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to their organisation.

| | |
|---------------|---|
| 2.1. a | has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU; |
| 2.1. b | is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations; |
| 2.1.c | is guilty of grave professional misconduct which renders its integrity questionable; |
| 2.1. d | has entered into agreements with other economic operators aimed at distorting competition; |
| 2.1.e | has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures; |
| 2.1.f | confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures; |



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| | |
|---------------|--|
| 2.1. g | has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions. |
| 2.1.h | <ul style="list-style-type: none"> is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; |
| OR | <ul style="list-style-type: none"> has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or |
| 2.1. i | <p>has undertaken to:</p> <ul style="list-style-type: none"> unduly influence the decision-making process of the contracting entity, or obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. |



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DECLARATION RE STATUTORY OBLIGATIONS

Tenderers must confirm that they are fully compliant with the following legislation, or equivalent legislation in your country of establishment / operation:

| | |
|--|---|
| | Employment Equality Acts 1998-2011 |
| | Equal Status Acts 2000-2011 |
| | National Minimum Wage Act 2000 as amended |
| | Organisation of Working Time Act 1997 as amended |
| | Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007 |
| | Disability Act 2005 |
| | We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards. |

DECLARATION RE: DATA PROTECTION AND SECURITY

Tenderers must confirm that all Data Subjects whose Personal Data is provided in their tender have consented to the processing of such Personal data by them, the Contracting Authority, for the purposes of our participation in the competition or that they otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of their participation in the competition and that they will provide evidence of such consent and/or legal basis of the Contracting Authority upon request

This Declaration is made for the benefit of the Contracting Authority.



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Tenders must certify that the information provided in this declaration is accurate and complete to the best of their knowledge and belief. That they understand that the provision of inaccurate or misleading information in this Declaration will lead to their organisation being excluded from participation in this and future tenders and they are signing on behalf of:

- **Name of Economic Operator**
- **Authorised Signatory**
- **Name in print or block capitals**
- **Rank / Position**

NOTE: The term Economic Operator covers equally the concepts of Contractor, Supplier and Service Provider whether as Candidate, Tenderer or Participant under an award procedure in accordance with the relevant Public Procurement Directive.



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5. AWARD CRITERIA

Contracts will be awarded on the basis of the Most Advantageous Tender (“MAT”).

Tenderer’s submissions shall by way of the completion and submission of Appendix A.

Scoring Mechanism

| Assessment | Score | Indicators |
|--------------|-------|---|
| Excellent | 5 | Exceed requirements for the tender |
| Good | 4 | Fully meet requirements for the tender |
| Satisfactory | 3 | Somewhat meets requirements for the tender |
| Reservations | 2 | Response has not provided for all requirements for the tender |
| Poor | 1 | Responses failed to meet requirements for the tender |
| Fail | 0 | Failed to address the criterion |

Tenderers should ensure that they have submitted sufficient relevant information to allow their Tender Submissions to be assessed as responsive to the requirements of this Request For Tenders and section 3.

5.1 Methodology (40%)

Tenderers must provide a clear outline of the methodology to be used to deliver this contract. The answer should illustrate that the proposed methodology will meet these criterions:

- Deliver the project specification and deliverables as outlined in Section 3 of the RFT
- Adhere to health and safety standards as set out in Section 3 of the RFT
- Adhere to mitigation measures set out in Section 3 of the RFT
- Complete the project within the agreed timeframes set out in Section 3 of the RFT



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- Deploy the personnel and utilise their experience and expertise as outlined in section 4.1

Please include evidence of site visit carried out prior to tender submission.

Ensure to outline tools, equipment, machinery, vehicles, technology etc that you will use to fulfil the project aims.

Response should be maximum of **three A4 pages**

5.2 Sustainability (10%)

Tenderers must provide a clear outline how their organisation aims to improve sustainability across all of their work, at their headquarters/base of operations, and particularly in this project.

Tenderers should outline their own organisations efforts to improve sustainability, **not** the environmental benefits brought about by conservation works included in this contract.

Tenderers should outline only tangible efforts and actions carried out rather than simply aims and commitments.

Key points to consider include:

- Efforts to reduce environmental impacts in your organisation, your operations and headquarters
- Efforts to reduce carbon emissions of your organisation, your operations and headquarters
- Efforts to reduce and reuse resources and materials
- Efforts to benefit biodiversity
- Efforts to promote equality in the workforce with diversity and inclusion policies
- Efforts to prevent abuses within the supply chain such as labour rights, modern slavery and freedom of association,
- Investment in local community projects
- Evidence of sustainability within organisational governance such as accurate reporting on financial performance, ensuring accountability of management, ethical business practices and ensuring diversity in leadership



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If your organisation holds a sustainability policy, then please submit this along with your tender submission.

5.3 Benefiting the local area (10%)

Tenderers must outline how they will benefit the community, and economy of the local area in relation to the works site.

Key points to consider include:

- Use of local work force
- Use of nearby accommodation
- Benefits to local community
- Use of local retailers and suppliers

As part of the tender review process The Rivers Trust may ask the successful supplier to provide evidence that they have made good on any commitments made in their tender submission in relation to this section including receipts, invoices, photographs etc.

5.4 Cost (40%)

The following formula will be applied to the price submitted by Tenderers within Appendix A.

The Most Advantageous Tender (“MAT”) Tender Submissions that also meets all the requirements of Tender Submissions set out within this Request For Tenders will receive the maximum score achievable under the relevant criterion. The scores of the other valid Tender Submissions will be calculated using the following formula:

| | |
|---|--------------------|
| Lowest Price from a Bona Fide Tenderer | A |
| Cost for the Tender Submission being evaluated | B |
| Maximum Points available for Cost | C |
| Formula employed | C x A B |



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5.4.1 Clarification of Abnormally Low Tenders

If the Contracting Authority considers a 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 may 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.



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6. INSTRUCTIONS TO TENDERERS

6.1 Important Notice

This Request for Tenders and the documents issued herewith is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract.

Tenderers are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in this Request for Tenders is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in this Request for Tenders or otherwise provided by or on behalf of the Contracting Authority to any interested party or its advisers.

No responsibility or liability for any loss or damage arising as a result of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. This Request for Tenders does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information.

The Contracting Authority reserves the right to discontinue the procurement process at any time.

Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

None of the information contained in this Request for Tenders, or any part of the Request for Tenders shall constitute a contract or part of a contract in any way. No contractual rights, express or implied, arise out of the procedures set out in this Request for Tenders. This Request for Tenders and any of the information contained within it or appended to it does not constitute an offer or invitation on the part of the Contracting Authority to enter into the Contract (or any other contractual arrangements relating to the Goods).



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Any quantities or volumes contained in this Request For Tenders or any documents appended to it are for indicative purposes only, and any future quantities or volumes may vary those stated.

All communications in relation to this procurement process should be issued by email to ian.dodds@theriverstrust.org be clearly marked as relating to this procurement process and in the subject line of each email include the wording “Demo Farm NbS works” and the following wording as appropriate:

- (a) “CLARIFICATION” – where the email relates to a clarification.
- (b) “TENDER SUBMISSION” – where the email contains the Tenderer’s Tender Submission; or
- (c) “OTHER” – where the email does not relate to a clarification or contain the Tenderer’s Tender Submission.

6.2 Submission of Tenders

Tender Submissions must be submitted electronically via email by the Response Deadline set out in section 1.3 of this Request For Tenders; only Tender Submissions submitted in this way will be accepted. Tender Submissions submitted by any other means (including but not limited to by fax, post or hand delivery) **WILL NOT** be accepted. The Contracting Authority cannot accept responsibility for transmission delays. It is the responsibility of the Tenderer to ensure that its Tender Submission is submitted in the prescribed manner and in accordance with the specified Response Deadline.

Tenderers must ensure that they give themselves sufficient time to send and submit all required documentation as part of their Tender Submissions before the Response Deadline. It is the responsibility of Tenderers to ensure that their Tender Submission is complete and is submitted in the appropriate manner by the Response Deadline.

The Contracting Authority reserves the right to disqualify any Tenderer whose Tender Submission is submitted late or completed incorrectly, incomplete, provides information which later proves to be untrue, or incorrect, and/or fulfils any one or more of the criteria detailed, where the works are being carried out in the United Kingdom, in Regulation 57 of the Procurement Regulations 2024 or, where the works are being carried out in Ireland, Regulation 57 (1) of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016.



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Tender Submissions must be submitted in English and compiled such that they can be read immediately using a file format which is compatible with Microsoft Office Programs or via a PDF reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

The Contracting Authority reserves the right to require the submission of any additional, supplementary or clarification information as it may, at its absolute discretion, consider appropriate.

The Contracting Authority reserves the right:

- To waive any requirements of this procurement process (to the extent permitted by law);
- To disqualify any Tenderer who does not submit a compliant response in accordance with the instructions in the Request for Tender documents.
- To withdraw this Request for Tender or procurement process at any time or to re-invite responses on the same or any alternative basis.
- Not to award any contract as a result of the current procurement process; and
- To make whatever changes it sees fit to the timetable, structure, or content of the procurement process, dependent on the Request for Tender's approvals processes or for any other reason.

The Tenderer will be responsible for obtaining all information necessary for the preparation of their Tender Submission. The Contracting Authority will not be liable for any bid costs, expenditure, work or effort incurred by Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Contracting Authority.

Where the Tenderer is:

- a company, the Tender Submission must be signed by a duly authorised representative of that company.
- a consortium, the Tender Submission must be signed by a duly authorised representative of each member of the consortium.
- a partnership, all the partners should sign the Tender Submission or, alternatively, only one may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership.



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- a sole trader, the individual should sign the Tender Submission and give their name in full together with the name under which they are trading.

The Tender Submission should include details of the person within the Tenderer who can be contacted by the Contracting Authority in relation to the Tender Submission stating:

- (a) name.
- (b) title.
- (c) address and location.
- (d) telephone number; and
- (e) email address.

6.3 Contract

Tenderers should note the terms and conditions of the Contract at Appendix B to this Request For Tenders.

By issuing a Tender Submission Tenderers are required to confirm their acceptance of the terms and conditions of the Contract by signing the Tenderer's Statement at Appendix A. Tenderers may not amend the Contract. By issuing a Tender Submission Tenderers are deemed to have confirmed their acceptance of the terms and conditions of the Contract as set out in Appendix B.

The successful Tenderers must sign and return the Contract in duplicate immediately on being notified of the Contracting Authorities intention to award the Contract.

Where the signed Contract has not been received by the Contracting Authority within [14 calendar days] the Contracting Authority may proceed to award the Contract to the next highest-ranked Tenderer.

6.4 Acceptance of Request for Tenders Requirements

Each Tenderer is required to accept the provisions of this Request For Tenders. All Tenderers must return, with their Tender Submissions a scanned signed copy of the Tenderer's Statement, as set out in Appendix A. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using black ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

6.5 Consortia and Prime/Subcontractors



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Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this Request For Tenders, the Contracting Authority will deal with all matters relating to this procurement process through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender Submission and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this procurement process has been completed or terminated. Correspondence from any other person will not be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

6.6 Queries and Clarifications

All queries regarding this Request for Tenders document and/or this procurement process should be issued to ian.dodds@theriverstrust.org including any omissions which would prevent Tenderers from submitting a comprehensive Tender Submission. Please submit queries as soon as possible.

Tenderers may not contact the Contracting Authority directly.

The deadline for receipt of queries and requests for clarification is as per section 1.3 of this Request For Tender document; for the avoidance of doubt queries and/or requests for clarification made or received after the deadline for same will not be accepted unless otherwise published by the Contractor Authority exercising discretion. If there is any discrepancy between these dates Tenderers should bring this to the attention of the Contracting Authority for clarification as to which deadline is the correct one.

In circulating responses, queries and requests for clarification will be edited to avoid disclosing the identity of the querist and will be circulated to all parties to whom this Request For Tenders document has been issued. If a Tenderer wishes the Contracting Authority to treat a query as confidential and not issue the response to all Tenderers it must state this when submitting the query. If, in the opinion of the Contracting Authority, the clarification is not confidential, the Contracting Authority will inform the Tenderer, and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response, to the extent relevant to the other Tenderers, will be issued to all Tenderers (without revealing the identity of the Tenderer requesting confidentiality).



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The Contracting Authority reserves the right to issue or seek written clarifications in relation to any Tender Submission. Any request by the Contracting Authority for clarification on Tender Submissions shall be made in writing to the relevant signatory. Responses to requests for clarifications should be received within one (1) business day of request or by date specified in the request for clarification.

Failure to respond adequately or within the deadline for a clarification will be reflected in the evaluation of the Tender Submission and may result in exclusion of the Tenderer from further participation in this procurement process.

In exceptional circumstances, the Contracting Authority reserves the right to request a meeting with individual tenderers to facilitate a rapid clarification of points raised.

The Contracting Authority reserves the right at any time before the Response Deadline, to update or amend the information contained in this Request for Tenders and/or to extend the Response Deadline. Participating Tenderers will be informed of any such amendment or extension via email.

6.7 Tendering Costs

The Contracting Authority shall not be responsible for any costs and/or expenses incurred by Tenderers relating to participation in this procurement process, including, but not limited to, preparation and submission of Tender Submissions, attendance at clarification meetings or other meetings and/or presentations; all such costs shall be borne by and are a matter for the discharge by Tenderers.

6.8 Tender Validity Period

To allow sufficient time for assessment of Tender Submissions all details of Tender Submissions, including prices and rates are to remain valid and open for acceptance by the Contractor Authority for a period of [6 calendar months], this period commencing on the Response Deadline (the "Tender Validity Period").

6.9 Confidentiality

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this procurement process:

- are furnished for the sole purpose of replying to this Request For Tenders only.



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- may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority.
- shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- must be returned immediately to the Contracting Authority upon cancellation or completion of this procurement process if so, requested by the Contracting Authority.

6.10 Pricing

All Tenderers must complete the Pricing Schedule at Appendix A to this Request For Tenders.

All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in € Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

Any discounts offered and the circumstances in which they apply must be clearly stated in the Tender Submission.

Tenders may not add qualifications to their Tender Submissions. Tender Submissions made by reference to other Tender Submissions are not valid and shall not be considered.

6.11 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 procurement process other than with the prior written consent of the Contracting Authority. Such requirement for consent shall extend to the content of any publicity. For the purposes of this Section 2.11 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 procurement process and the agreement.

6.12 Registerable Interest

Any Registerable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, Members of the Assembly of Northern Ireland, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender Submission or, in the event of this



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information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender Submission, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this procurement process or terminating any Contract entered into by a Tenderer.

6.13 Anti-competitive Conduct and Collusion

If any Tenderer 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 said Tenderers' Tender Submission, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tender Submission, the Tender Submissions submitted by such Tenderer shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

Tenderers must not disclose to, or discuss any aspect of the tender document, or their bids, or their respective Tender Submissions with any other Tenderer.

Tenderer should be aware that, where the works are being carried out in Ireland, any such collusion with another Tenderer may constitute an infringement of the Competition Act 2002 (as amended) and a criminal offence.

Tenderer should be aware that, where the works are being carried out in the United Kingdom, any such collusion with another Tenderer may constitute an infringement of the Competition Act 1998 (as amended) and a criminal offence.

6.14 Freedom of Information

Tenderers should be aware that, where the works are being carried out in Ireland, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this procurement process may be liable to be disclosed.

Tenderers should be aware that, where the works are being carried out in the United Kingdom, under the Freedom of Information Act 2000, the Procurement Act 2023 and the Environmental Information Regulations (EIRs) 2004, information provided by them during this procurement process may be liable to be disclosed.



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Tenderers are asked to consider if any of the information supplied by them in their Tender Submission should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the relevant legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

6.15 Tax Clearance

Prior to the award of any Contract arising out of this procurement process the successful Tenderer may be required to supply, if the works are to be carried out in Ireland, its Tax Clearance Access Number or, where the works are to be carried out in the United Kingdom, it's Unique Tax Reference (UTR) Number, to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

6.16 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender Submission was carried out independently.

In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tender Submissions have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of



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action, which may in appropriate circumstances include eliminating a Tenderer from this procurement process or terminating any Contract entered into by a Tenderer.

6.17 Withdrawal from this Procurement Process

Tenderers are required to notify the Contracting Authority immediately via email to ian.dodds@therivertrust.org if at any stage they decide to withdraw from this procurement process.

The Contracting Authority does not bind itself to accept the Tender Submission with the lowest acceptable price or any Tender Submission. The Contracting Authority also reserves the right to accept or reject in whole or in part any or all of the Tender Submissions received, and, in particular, to source the requirement with more than one supplier.

The Request for Tenders 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 cease the procurement process at any time.

6.18 Data Protection

Within this Request for Tenders and this Section 2.18 “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines where the works are being carried out including but not limited to Data Protection Act 2018, Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (EU/IRE) (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or Information Commissioner’s Office or other supervisory authority for data protection in Ireland or Northern Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by any Tenderer in response to this Request For Tenders.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement included in Appendix B that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority and its advisors, those persons and entities involved in evaluation of Tender Submissions and the supplier of any platform or website used for the submission of information by Tenderers, for the purposes of the participation of the Tenderer



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in this procurement process or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this procurement process.

6.19 Opening and Evaluation of Tender Submissions

The Contracting Authority intends that Tender Submissions validly submitted will be opened as soon as practicable after the Response Deadline. Tender Submissions shall be assessed initially for the completeness of the documentation submitted. At the election of the Contracting Authority, incomplete, unresponsive or unsuitable tenders shall not receive further consideration.

Tender Submissions will be examined to ensure they are substantially responsive to the requirements of the tender.

A substantially responsive Tender Submission is one which conforms to all the terms and requirements as set out in this Request for Tenders without major reservation or material deviation, e.g. an unsigned tender, inadequate evidence of competence to perform, inappropriate levels of support or insufficient supporting documentation to enable a coherent evaluation to be made.

If a material deviation exists that limits in any way the Contracting Authority's rights or the Tenderer's obligations under the Contract, the Tender Submission may be rejected.

Tender Submissions determined to be substantially responsive will be checked for any material errors or discrepancies in computation. Where there is a discrepancy between amounts in figures and words the amount in words will govern. Where there is a discrepancy between a unit price & the total amount derived from the multiplication of a unit price and the quantity, the unit price as quoted will govern.

The amount stated in Appendix A will be adjusted by the Contracting Authority in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. A Tenderer not accepting the correction of errors as outlined will have its Tender Submission rejected.

Any effort by a Tenderer to influence the Contracting Authority or its staff in the process of examination, clarification, evaluation and comparison of Tender Submissions and in decisions concerning the establishment of the Contract may result in the rejection of that Tender Submission.