



NPWS

An tSeirbhís Páirceanna
Náisiúnta agus Fiadhúlra
National Parks and Wildlife
Service

Request for Tenders dated 15 July 2026

For the provision of **Invasive Species
Control** in NPWS properties in Caher,
Kilgarvan, Co Kerry.

Tender Deadline: 31st August 2026

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1. Introduction

The Minister for Housing, Local Government & Heritage (the “Contracting Authority”) invites tenders (“Tenders”) to this request for Tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the works as described in Appendix 1 to this RFT (the “Works”)

In summary, the works comprise of controlling four target invasive species present within NPWS property in the townland of Caher, Kilgarvan, Co. Kerry.

The long-term aim of the project is to successfully remove the target invasive species to enhance foraging opportunities for Lesser Horseshoe Bat (*Rhinolophus hipposideros*) and the properties overall biodiversity.

This project is being funded through the Conservation Measures Unit of the National Parks and Wildlife Service and is being managed by NPWS regional staff.

2. Scope of the Project

2.1 Description of the Project

The Contracting Authority is inviting tenders for the Control of Invasive Species over a four-year period, within NPWS properties in Caher, Kilgarvan, Co Kerry.

The site runs adjacent the Roughty River and comprises approximately 30 hectares, including grasslands, scrub and woodlands. This project focuses on four target invasive species

- Rhododendron (*Rhododendron ponticum*)
- Japanese Knotweed (*Reynoutria japonica*)
- Cotoneaster (*Cotoneaster spp*)
- Montbretia (*Crocasmia x crocosmiiflora*)

Target Invasive species can be found throughout the property, with the higher densities typically located along the riverbank.

A full description of the required works is provided in **Appendix 1**. Maps of the site are included as **Appendix 2**.

2.2 Timetable

The anticipated timetable in relation to this tender process is as follows:

Requirement	Deadline
Deadline for queries and requests to arrange site visits	14 th August 2026 at 14:00
Date and Time for Receipt of Completed Tenders	31 st August 2026 at 16:00
Proposed Award of Contract	4 th September 2026
Proposed Date for Project Start and Completion and Final Invoice (excl. Retention)	Starting September 2026 Completion by 1 st November 2030

3. Tender Submission

3.1 Items to be included:

A statement that you understand the issues and the general approach proposed.

Price: A statement of the all-in and fixed cost of delivering the contract in full (excluding VAT) – no other costs will be paid by the Contracting Authority. **Tenderers must complete the pricing schedule included as Appendix 3.**

The following information must be furnished: See Appendix 4

- The number of people that will be involved in your Work crew (if more than one).
- The type of supervisory control structures that will be in place on site for the duration of the contract.
- Any experience you may have of delivering similar contracts within time and on budget.
- A description of the methods proposed to control the four target invasive species in question, taking into account the site conditions, and any other issues that the Tenderer may identify during their site visit at the tendering stage.
- Tenderers must state that they have the requisite resources available to complete the contract within the required timeframe (Section 2.2. Timeframe).
- Confirmation of your acceptance of all of the conditions of tender, including those described in Section 5 of this invitation to tender.

Note: the successful Tenderer will be required to provide a full risk assessment of the area prior to commencing the Works.

3.2 Format of Tender

Tenderers must address all the requirements and must include all requested information. Tenders not meeting the format **will not be considered.**

3.3 General Information

The following must be supplied:

- Name, address, telephone number, e-mail address and fax number of tenderer. Name of person within the service provider's business dealing with this matter and/or who will carry overall responsibility for the contract;
- Name, address, telephone number and e-mail address of any third parties involved in tender;
- Confirmation of acceptance by the tenderer and any third parties of the conditions of tender described in this document.

3.4 Schedule of Costs and Payment:

All costs must be quoted in euro (€), exclusive of VAT and the schedule must take the following format:

- Cost figures should consist of the total cost of the works
- Confirm that the tender price holds good for ninety days;
- Payment will be made in euro currency only on foot of appropriate euro invoices.
- All sums due to the Contractor shall be subject to retention at a rate of 10%. Retention monies shall be deducted by the Employer until a limit of 10% of the tender total has been accumulated. The retention sum shall be released after the end of the Defects Liability Period when the Contracting Authority or its agent has certified that all outstanding works have been completed and that the Contractor has fully discharged their obligations under the contract.
- The Defects Liability Period shall be between six and twelve months, as agreed with the successful Contractor, and after the date of practical completion, during which period the Contractor is to complete any outstanding works. The contractor will make good any defects which become apparent in the works during the course of the contract.
- All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not limited to, site visits, field trials,

demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

3.5 Health and Safety

Contractor's proposals should demonstrate a thorough knowledge of the relevant health and safety required for this type of work requirements and outline how it is proposed that these will be met.

3.6 Expenditure and Sub-contracting

It is essential that project stages are achieved and budget allocation is expended within the years (includes retention) in which project funding is made available. The key project management staff proposed in the tender documents must be in attendance at all progress meetings with the Department. It is a fundamental requirement of this project that all key staff proposed at tender stage are in fact the staff who are actively engaged working on the project. Only in exceptional circumstances will this requirement be relaxed by the Department

This contract may not be sub-contracted in whole or in part without the express written approval of the Contracting Authority.

The work shall be deemed to be carried out in Ireland and shall be governed by the laws of the State of Ireland.

3.7. Termination

The contract may be terminated by the Contracting Authority, or by the Contracting Authorities Supervising Officer overseeing this project on behalf of the Contracting Authority, if at any time the work or behaviour of any member of the contracted staff is unsatisfactory.

3.8 Site visit

Tenderers are strongly advised to visit the site at the tendering stage to familiarise themselves with the exact location, terrain and ground conditions at the site.

The site is on NPWS owned land, and tenderers will have to make arrangements for site access before visiting the site.

Tenderers wishing to arrange a site visit should email the following NPWS staff: Jason Lyne (Conservation Ranger) Jason.Lyne@npws.gov.ie **no later than 14:00 on August 7th 2026.**]

3.9 Other information

Those wishing to tender may provide any other information, which may be relevant to this proposal.

3.10 Query handling

All queries relating to any aspect of this Competition or of this RFT must be directed to Jason.Lyne@npws.gov.ie. Queries will be accepted **no later than 14:00 on August 14th 2026** unless otherwise advised by the Contracting Authority. Responses will be emailed to all parties in the tender process.

3.11 Closing date for receipt of tenders

Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

Tenders must be received not later than 16:00 on 31st August 2026 (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

Tenders must be submitted in English.

Each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.

All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word/PDF. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

4. Tenders

4.1 Tender Examination

Tenders will be examined initially by reference to the following:

- (a) Completeness of proposals and tender documentation as specified in Sections 2 and 3
- (b) Ability of the tender to meet all the requirements specified in Section 2 and Appendix 1 of this document
- (c) Fully costed all-in proposal

Only those tenders which satisfy conditions in relation to the above will be eligible for inclusion in the award process

4.2 Award Criteria

The contract will be awarded to the **Most Economically Advantageous Tender** of those meeting the specifications and conditions set out in this document and not otherwise validly excluded, on the basis of the following award criteria (*scored from 100 marks weighted as indicated*):

- The management and service structure proposed including on-site presence, proposed strategy for completion of works and the expertise and skills of assigned personnel in providing the type of works described in Appendix I, and as per Section 3.1 above (*35 marks*)
- Any experience held by tenderers of delivering similar contracts within time and on budget (*40 marks*)
- Price – See Appendix 2 (*25 marks*).

During the evaluation period, clarification may be sought in writing from tenderers. Responses to requests for clarification may not materially change any of the elements of the tenders submitted. No unsolicited communications from tenderers will be entertained during the evaluation period.

All costs and expenses incurred by Tenderers relating to their participation in this Competition including site visits, shall be borne by and are a matter for discharge by the Tenderers exclusively.

5. Contract

5.1 Most Economically Advantageous Tender

A contract will be concluded with the tenderer whose tender is deemed to be the most economically advantageous subject to agreement on conditions of contract.

Please note the following:

- (a) Any terms and conditions in the proposed contract does not imply acceptance by the Contracting Authority
- (b) All works carried out shall be governed by the Laws of Ireland and subject to the exclusive jurisdiction of the Courts of Ireland.
- (c) The Contracting Authority may cancel the tender process at any time prior to a contract being entered into.

5.2 Contract documents

This Request for Tender shall form part of the contract documents.

5.3 Freedom of Information

The Contracting Authority will use its best endeavours to hold confidential any information provided by tenderers subject to its obligation under law, including the Freedom of Information Act which came into force on 21 April, 1998. Tenderers should indicate when tendering, which parts of their tender are commercially sensitive and which they consider should be kept confidential should an FOI request be received. The Contracting Authority will consult with tenderers about any such sensitive information before making a decision on any FOI request received. Similarly, the Contracting Authority requires that all information provided pursuant to this invitation to tender will be treated in strict confidence by tenderers.

5.4 National Legislation

Tenderers should be aware that national legislation applies in other matters such as Official Secrets, Data Protection and Health and Safety.

5.5 Environmental, Social and Labour Law

In the performance of any contract awarded, the successful Tenderers their Subcontractors (if any), shall be required to comply with the applicable obligations in the field of environmental, social and labour law that apply at the place where the works are provided, that have been 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 of the European Parliament and of the Council on public procurement (the “Directive”)

Tenderers shall be required to include an undertaking comply with the provisions of the Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of Member States relating to the safeguarding of employees’ rights in the event of

transfers of undertaking, business or parts of undertakings or business as implemented in Irish law by statutory Instrument S.I. No 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The protection of Employees (Temporary Agency Work) Act 2012 (the “2012 Act”) provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working & employment conditions as those which apply to employee recruited directly by the Hirer (as defined in the 2012 Act) to do the same of similar job. Where the provision of the works will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenders should ensure that they consider their obligations under the 2013 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of works.

5.6 Information Contractually Binding

Information supplied by tenderers will be treated as contractually binding. However, the Contracting Authority reserves the right to seek clarification or verification of any such information.

5.7 Conflict of Interest

Any conflicts of interest involving a tenderer must be fully disclosed to the Contracting Authority particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.

Any registrable interest involving the tenderer and Contracting Authority, members of the Government, members of the Oireachtas or their relatives must be fully disclosed in the response to this RFT, or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms ‘registrable interest’ and ‘relative’ shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995.

5.8 Tax Clearance

It will be a condition of any Works contract pursuant to this Competition that the successful Tenderer shall, for the term of such contract(s), comply with all EU and domestic tax laws.

Prior to the award of the contract the successful Tenderer will be requested to submit the following to the Contracting Authority¹:

- A Tax Clearance Certificate or demonstrate a satisfactory level of

¹As a result of the introduction of new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by sub-contractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim more details are available at <http://www.revenue.ie/en/tax/rct/subcontractor.html> . Note that the changes relate to the use of C2 only.

subcontractor tax compliance from the Revenue Commissioners

Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Works contract arising out of this competition the successful Tendered shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their 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 online².

5.9 Consortia and Prime / Subcontractors

In the event of a group of respondents jointly submitting an acceptable offer, the contract will be awarded by the Contracting Authority to one contractor who acts as the agreed prime contractor. The prime contractor is responsible for the delivery of all works provided for under the terms of the contract and shall assume all the duties, responsibilities and costs associated with the position of prime contractor.

The successful tenderer shall be responsible for the delivery of all works provided for within the contract on the basis of a **fixed price contract** set at the beginning of the contract. Prices quoted in the tender cannot be increased during the currency of the tender. Similarly, terms and conditions cannot be altered.

(b) The Contracting Authority retains the right to withhold payment where a contractor has failed to meet his/her contractual obligations in relation to the delivery of works to an acceptable level of quality.

5.10 Liability for Costs

The Contracting Authority will not be liable in respect of any costs incurred by tenderers in the preparation of tenders or any associated work effort.

5.11 Response Evaluation

Responses to this RFT will be evaluated in their own right. No recognition will be given for information previously submitted.

5.12 Company Safety Statement

The successful tenderer will be required to produce a Company Safety Statement. Tenderers are required to have a written policy statement including adequate organisation and arrangements regarding Health & Safety and satisfy the Contracting Authorities' Health & Safety Statement.

5.13 Public Liability and Employers Liability Insurance

The successful tenderer must have in place insurance which indemnifies the Contracting Authority, its Servants and or agents against all actions, claims, demands or procedures for damages or injury to persons or property arising from the work being carried out. Minimum levels are as follows:

²A contract should not be awarded to any firm which cannot produce a tax clearance certificate except as a last resort. In such a case, the advance approval of the Department of Finance must be obtained.

- Public Liability €6.5m
- Employers Liability €13m
- Product Liability Insurance €500,000

Insurance policies must indemnify The Minister for Housing, local Government and Heritage and the National Parks and Wildlife Service along with DHLGH and NPWS employees for any loss incurred as a result of actions by the Service Provider.

The Tenderer must provide evidence of this level of cover being in place or a letter from an Insurance company stating that these levels of cover may be put in place if a contract is awarded. Assurances will be sought by the Contracting Authority in this regard (see attached FTS 6).

5.14 Abnormally low or abnormally high tenders

If, in the Contracting Authorities' opinion, the tendered Price is abnormally low or any tendered amounts (including the rates tendered in the tender documents) are abnormally low or abnormally high, the Contracting Authority may require the Tenderer to provide details of the constituent elements of the tendered Price or the tendered amounts. This may include (without limitation) the information listed in Regulation 69(1) of the European Communities (Award of Public Authorities Contracts) Regulations 2006. Any failure to provide such information, when requested, may exclude the Tender from further considerations. If, having considered the information provided, the Contracting Authority is of the view that either the Price is abnormally low or any tendered amounts are abnormally low or abnormally high, the Contracting Authority may reject the Tender.

No adjustment made under this Section 5.14 will affect the tendered Price.

The Contracting Authority is not bound to accept the lowest or any tender received.

Appendix 1: Requirements

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

INTRODUCTION

The **National Parks and Wildlife Service (NPWS)**, an Executive Agency within the Department of the Housing, Local Government and Heritage, provides the legislative and policy framework for the conservation of nature and biodiversity in the Republic of Ireland. It also oversees its implementation, based on good science, with particular emphasis on the protection of habitats and species.

The NPWS wishes to control invasive species over a four year period, on land owned and managed by the NPWS, in the townland of Caher, Kilgarvan County Kerry. This 30ha property is comprises of woodland, grassland and scrub.

This project is being funded through the Conservation Measures Unit (CMU) of the National Parks and Wildlife Service.

PROFESSIONAL SERVICE DESCRIPTION

REQUIREMENT NUMBER 01: INCEPTION MEETING

The successful Tenderer will be required to attend an Inception Meeting with the Contracting Authority at the outset of the project. At this meeting, the project plan will be discussed and details will be finalised.

REQUIREMENT NUMBER 02: PROJECT AREA

The property is easily accessible, with four roadside access points and internal tracks.

The following target species are to be controlled by the contractor:

- Rhododendron (*Rhododendron ponticum*)
- Japanese Knotweed (*Reynoutria japonica*)
- Cotoneaster (*Cotoneaster spp*)

- Montbretia (*Crocasmia x crocosmiiflora*)

All Target Invasive Species within the boundary of the NPWS property are to appropriately treated/ controlled.

A map indicating the known locations of the Target Invasive Species is located in Appendix 2.

Important to note, this map does not include all locations or densities of Invasive Species.

- Red indicates Rhododendron
- Blue indicates Japanese Knotweed
- Green indicates Cotoneaster
- No mapped extent for Montbretia – noted along the riverbank

Prior to commencing invasive species control, the contractor will conduct a site walkover to familiarise themselves with the property and locations/ densities of invasive species

REQUIREMENT NUMBER 03: INVASIVE SPECIES CONTROL

Invasive species control will be carried out to standards set out by the NPWS.

Given the difference in treatment practices, seasons and duration for each target species, a control plan for each is to be prepared. These control plans must include immediate and long-term control strategies.

Rhododendron

- The only herbicide to be used is glyphosate
- Plant stems with a diameter of greater than 2cm: A notch to be cut with a hatchet or chainsaw on two sides of the stem, and a solution of 14% herbicide to be applied to the cut area.
- Plant stems with a diameter of less than 2cm: A notch to be cut with a hatchet or chainsaw on one side of the stem, or the stem to be broken ensuring that it is not fully severed, and a solution of 14% herbicide to be applied to the cut or broken area.
- Herbicide should be mixed off site in order to avoid spillages or/ a designated herbicide mixing location will be established, with control measures to ensure no spillage.
- All stems to be treated, especially in the case of multi-stemmed plants.
- Plants to be left in situ to die.
- All seed capsules will be broken off rhododendron plants by contractors and removed from the site (since seeds may continue to develop after treatment).
- Retreatment and Regrowth: While it may take up to 7 months for the herbicide to take full effect and for the plants to fully die, inspections by the NPWS supervising officer will

take place of the contract area to ensure correct methodologies were applied by visual inspection of treated plants. Where following visual inspection it is deemed by the Contracting Authority, or by one of its designated officers, that the Rhododendron plants in the area have not been not killed during the period of contract they must be effectively retreated within six months. This must be completed by the contractor to the full satisfaction of the Contracting Authority, or its designated officer, prior to full and final payment on the contract (schedule of costs and payment).

Japanese Knotweed

- The only herbicide to be used is glyphosate
- Herbicide should be mixed off site in order to avoid spillages or/ a designated herbicide mixing location will be established, with control measures to ensure no spillage
- Treatment methods of either spraying or stem injection will be carried out in late summer/ autumn.
- All plants are to be treated
- Plants to be left in situ to die.
- Any materials removed from infested areas are to be securely stored and appropriately disposed of to prevent the spread of Japanese Knotweed.
- Retreatment and Regrowth: While it may take over a 3 – 4 year period to successfully treat Japanese Knotweed, contractors are to plan and incorporate an appropriate retreatment plan for this invasive species. This must be completed by the contractor to the full satisfaction of the Contracting Authority, or its designated officer, prior to full and final payment on the contract (schedule of costs and payment).

Cotoneaster

- The only herbicide to be used is glyphosate
- Herbicide should be mixed off site in order to avoid spillages or/ a designated herbicide mixing location will be established, with control measures to ensure no spillage
- Treatments methods of foliar spraying, cutting stems/ stumps at ground level and applying herbicide are to be used
- All plants are to be treated
- Plants to be left in situ to die

- **Retreatment and Regrowth:** While it may take up to 7 months for the herbicide to take full effect and for the plants to fully die, inspections by the NPWS supervising officer will take place of the contract area to ensure correct methodologies were applied by visual inspection of treated plants. Where following visual inspection it is deemed by the Contracting Authority, or by one of its designated officers, that the Rhododendron plants in the area have not been not killed during the period of contract they must be effectively retreated within six months. This must be completed by the contractor to the full satisfaction of the Contracting Authority, or its designated officer, prior to full and final payment on the contract (schedule of costs and payment).

Montbretia

- The only herbicide to be used is glyphosate
- Herbicide should be mixed off site in order to avoid spillages or/ a designated herbicide mixing location will be established, with control measures to ensure no spillage
- Treatments methods of foliar spraying or spot treatment
- All plants are to be treated
- Plants to be left in situ to die
- Due to the potential infestation from corns regular, follow up treatments required.

REQUIREMENT NUMBER 04: INVASIVE SPECIES CONTROL PLANS

Given the different treatment requirements associated with each Target Invasive Species, the NPWS requests a control plan for each species to be presented to the NPWS supervising officer.

The control plan must include:

- Control methods (as described above)
- Expected duration to complete treatment/ retreatments (treatment schedule)
- Biosecurity protocols
- Site monitoring (Resurveying after treatment to identify any overlooked plants)
- Any other information deemed necessary by the successful tenderer

REQUIREMENT NUMBER 05: BIOSECURITY

Contractors should take all reasonable measures to ensure that they do not inadvertently spread invasive alien species, either from seeds, other plant material or contaminated materials, during the survey work. Contractors should also ensure that they do not introduce other invasive species to the area. The Tenderer should provide a description of their proposed biosecurity protocols in their tender return.

REFERENCES

Higgins, G.T. (2008) *Rhododendron ponticum*: A guide to management on nature conservation sites. Irish Wildlife Manuals, No. 33. National Parks and Wildlife Service, Department of the Environment, Heritage and Local Government, Dublin, Ireland.

Controlling Cotoneaster operating guidance note. Natural Resources Wales.

NPWS. (2023). *Adoption of necessary conservation measures within Castlesampson Esker Special Area of Conservation in accordance with Regulation 42A EC (Birds and Natural) Habitats Regulations 2011-2021*. Department of Housing, Local Government and Heritage.

Kelly, J., Maguire, C.M. and Cosgrove, P.J., Muir, R.A. (2015). Best Practice Management Guidelines Japanese knotweed *Fallopia japonica*. Prepared for NIEA and NPWS as part of Invasive Species Ireland.

Authority, N. R. (2010). The Management of Noxious Weeds and Non-Native Invasive Plant Species on National Roads.

DELIVERABLES AND PAYMENTS

Payments totalling up to 80% of the agreed price will be made by NPWS on foot of invoices throughout the project lifetime. The final 20% will be made by NPWS on foot of one invoice at the completion of the works and only after NPWS satisfy themselves that project deliverables have been achieved to a satisfactory level.

The Contracting Authority reserves the right to extend the Term for a period or periods of up to six months with a maximum of two such extension or extensions on the same terms and conditions, subject to the Contracting Authority's obligations at law.

Appendix 2: Maps

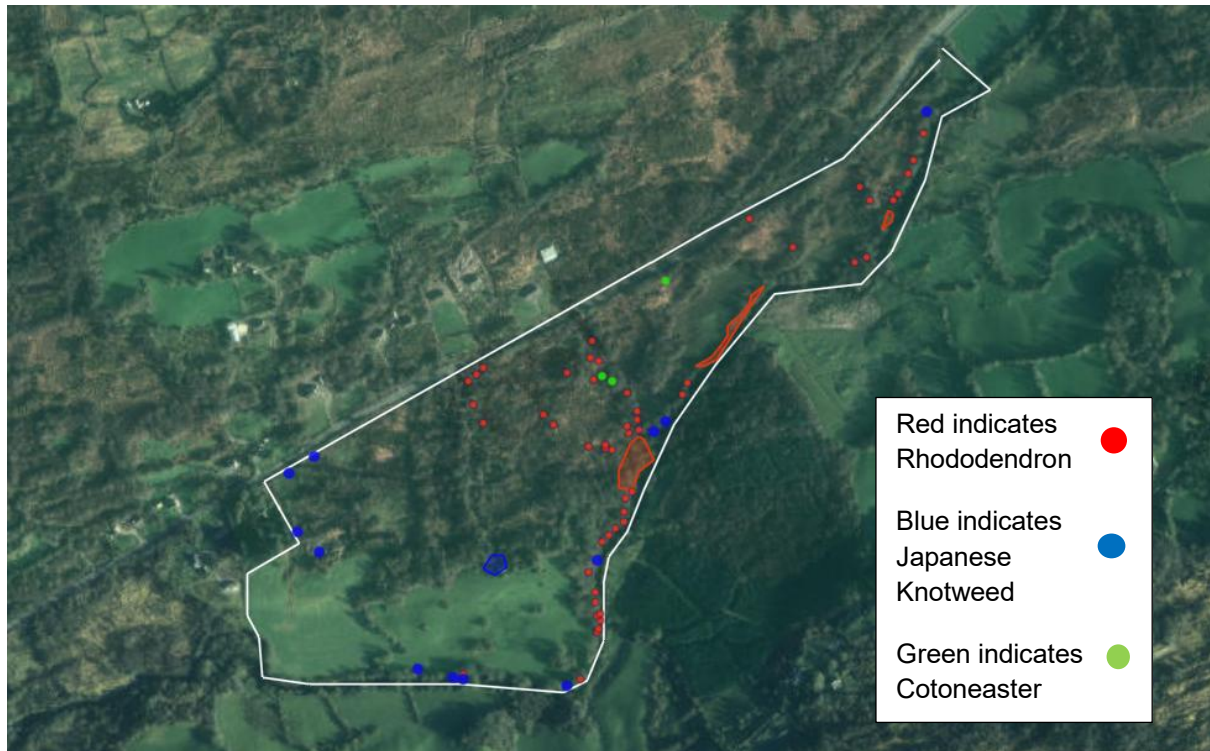


Figure 1 Map indicating known locations of Target Invasive Species

Appendix 3: Pricing Schedule

To: The Contracting Authority, National Parks and Wildlife Services, Kenmare Road, Muckross Killarney, Co. Kerry V93 N673

I/We the undersigned agree to provide fencing services including: equipment; supply all necessary supplies, all necessary consumables and all necessary products in order to carry out the works in respect of the above location and in accordance with the requirements of this RFT and the Requirements and Specifications outlined in Appendix 1 for the following cost:

FIXED PRICED IAS CONTROL AT CAHER, CO. KERRY, EXCLUSIVE OF VAT:

TABLE 1 – FULL AND FINAL TOTAL FIXED PRICE FOR IAS CONTROL AT CAHER

(EXCL. VAT) €_____

RATE OF VAT APPLICABLE _____%

TOTAL INC. VAT _____%

It is hereby confirmed that the above prices will remain valid for a period of Ninety days from the closing date for the receipt of tenders.

Signed by: _____

Name (Capital Letters): _____

On Behalf of: _____

Address: _____

Date: _____

E-mail address for correspondence: _____.

Appendix 4: Project Team and Experience

No of people	
Personnel: (please include number of supervisors and any additional relevant info such as qualifications and/or experience)	
Experience of delivering similar contracts within time and on budget: (please include brief description of contract(s) and any relevant information on timeframe and budgetary targets)	

I have the requisite resources available to complete the contract within the required timeframe

Signed by: _____

Name (Capital letters): _____

Date: _____

Appendix 4: 2004/18/EC

EXCLUSION FROM PARTICIPATION – EXTRACT FROM ARTICLE 45 OF THE EU COUNCIL DIRECTIVE 2004/18/EC

Any economic operator may be excluded from participation in a contract where that economic operator:

- (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
- (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- (c) has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
- (d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
- (e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (g) Is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information.
- (h) Member States shall specify, in accordance with their national law and having regard for Community law, the implementing conditions for this paragraph.