



NPWS

An tSeirbhís Páirceanna
Náisiúnta agus Fiadhúlra
National Parks and Wildlife
Service

Request for Tenders dated 3 August 2026

**For the provision of Topographical
Survey & Civil Design, a Hydrological
and Flood risk assessment and a
Drainage impact plan at Whites
Marsh, Clonakilty**

**Tender Deadline: 14th September
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 assessments are required to inform the design and implementation of biodiversity enhancement and conservation management measures at Whites Marsh including but not limited to the creation of wetland habitat and natural water features such as ponds, water bodies, scrapes and the installation of visitor infrastructure such as a nature trail and bird hide (s) at Island Strand Intake (“Whites Marsh”), Inchydoney, Clonakilty Co. Cork. The focus of the civil design and visitor infrastructure will be on a nature friendly and ecologically sensitive design using responsibly sourced, sustainable and environmentally friendly materials. Avoidance of adverse impacts to the flora and fauna of the area is a key objective which will inform the civil design of the project.

Whites Marsh is an area of land recently purchased by the state and managed by National Parks and Wildlife Service (NPWS). It covers an area of 39.87 ha.

The long-term aim of the project is to create natural habitats including wetlands, natural water features and semi natural grassland meadows to enhance the biodiversity and conservation status of the Special Conservation Interests (SCI’s) of the Clonakilty Special Protection Area, a NATURA 2000 site. There is also an education outreach function associated with the Whites Marsh project where by limited public access is proposed as part of the plan for the site.

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

Island Strand Intake (“Whites Marsh”), Clonakilty, Co. Cork is a 39.87ha plot of coastal land located 2km south of Clonakilty, Co Cork (see Appendix 2 Figure 1.0 Site location map) which was recently purchased by National Parks & Wildlife Service. The site is partly within the following two Natura sites:

- (i) Clonakilty Bay SAC (Site code: 000091) and;
- (ii) Clonakilty Bay SPA (Site code: 004081).

It consists of improved grassland, semi-improved grassland, a brackish lagoon and a small coniferous forestry plantation (Appendix 2 See Figure 2.0 Aerial imagery 2023)

The site is strategically placed between two areas of EU designated Annex I mudflat and sandflat habitat, a Qualifying Interest (QI) for Clonakilty Bay SAC. The overall objective for the management of the site include:

- 1) **Protect nature-** Protect an area that is used by the Special Conservation Interests (SCI) birds such as Blacktailed Godwit and Curlew and other wintering water birds of Clonakilty Bay SPA as a roosting and foraging site. Currently this area has no protection and has been intensively managed for agriculture up to recently;
- 2) **Expand the area of habitat** for foraging and roosting wintering waterbirds in the Clonakilty Bay area through the implementation of conservation and habitat enhancement measures such as installation of water bodies, ponds, islands, bird scapes etc;
- 3) **Restore the natural habitats onsite** which will benefit the EU designated sites SCI's as well as enhancing general biodiversity in the area;
- 4) **Ecological Connectivity-** the Island Strand Intake links two areas of the EU designated sites of Clonakilty Bay SAC and SPA. By acquiring these lands there is a seamless ecological corridor which can be protected and managed for nature, this has the potential to enhance the structure and function of these designated sites.
- 5) **Provide ecologically sensitive, low environmental footprint educational & natural heritage visitor infrastructure** not present elsewhere in Clonakilty Bay (e.g. bird hides, nature trail)

The Contracting Authority is inviting tenders for the following;

- (i) Topographical survey;
- (ii) Civil Design;
- (iii) Hydrological and Hydrogeological surveys and;
- (iv) Flood risk assessment and Drainage management plan.

These baseline surveys will inform the Whites Marsh Conservation Habitat & Species Management measures and visitor infrastructure proposed for the Island Strand Intake ("Whites Marsh"), Clonakilty, Co. Cork. A Civil Design and accompanying civil design drawings will be produced based on the information obtained from the above baseline surveys.

A full description of the required works is provided in **Section 2.2** Maps of the site are included as **Appendix 2**.

2.2 Methodology

2.2.1 Topographical Survey

A baseline Topographic survey will be carried out at Whites Marsh Site to provide information on natural and man-made features such as ground levels, contours, drainage routes, vegetation features helping to shape design decisions for the visitor infrastructure and habitat creation actions. Civil design drawings for the visitor infrastructure and habitat management actions will be created based on the results of the baseline Topographical Survey. The Civil design drawings for the visitor infrastructure and habitat management actions will be used in support of a planning application at Whites Marsh. The Topographical Survey will include a Materials Balance Calculation for any earth works proposed as part of the Civil Design for the Habitat Management Actions and Visitor Infrastructure. A report will be prepared which will include the results of the baseline Topographical Survey, Civil Design Drawings, Materials Balance Calculations.

2.2.2 Civil Design

Subject to any necessary permits and the results of environmental assessments it is proposed to incorporate ecologically sensitive visitor infrastructure at Whites Marsh. The footprint of the infrastructure will be minimised and sensitively located to reduce the loss/disturbance of natural habitat and species at the site. The outline vision for the site is for a nature trail and a bird hide (s) with the latter to be located close to a waterbody to ensure good views of birdlife. Similar to Harpers Island Wetlands, a publicly accessible Wetland site run by Cork County Council on the outskirts of Cork City, it is proposed that an embankment or screening will be installed along the nature trail to reduce disturbance to wildlife. The nature trails will be unpaved gravel surface similar to Harpers Island (See **Plates 1-4**). Parts of the Whites Marsh site has been farmed intensively in recent years for dairy farming however NPWS propose to restore

and create natural habitats onsite such as semi-natural grassland meadows, waterbodies and scrapes for avifauna and invertebrates.



Plate 1.0 Harpers Island Wetlands- open water bodies and scrapes support the local wader and water bird population as well as other fauna.



Plate 2.0.0 Harpers Island Nature Trail- gravel surface.



Plate 3.0 An earth embankment at Harpers Island Installed along the gravel path to screen the bird areas and reduce disturbance to wildlife from visitors.



Plate 4.0 Harpers Island- an example of a bird hide.

2.2.3 Hydrological and hydrogeological Survey

A baseline Hydrological and hydrogeological survey will be carried out (collectively known as the water environment) within the site and the surrounding environs to record the surface and ground water features of Whites Marsh. Water Quality Sampling and Depth measurements will be included in this assessment. Water Quality Parameters to be tested include; pH, Salinity (PSU), electrical conductivity ($\mu\text{S}/\text{cm}$), Turbidity, and Dissolved Oxygen (DO, mg/L), Ammonium mg/L N, Chlorophyll $\mu\text{g}/\text{L}$, Dissolved Inorganic Nitrogen mg/L N, Mol Reactive Phosphorus (MRP) mg/L P. A digital water depth gauge (s) will be installed at an appropriate location (s) at Whites Marsh to monitor water levels and impact on same from tidal movements and flooding events. These hydrological measurements will inform the design of the habitat creation actions and visitor infrastructure proposed for the site.

2.2.4 Flood Risk Assessment & Drainage Assessment and Management Plan

A Flood Risk Assessment will be carried out to assess the potential flood risk associated with fluvial, groundwater, coastal and pluvial flooding for the site and the proposed habitat creation measures and visitor infrastructure proposed. A report of the findings will be prepared in the context of *The Planning System and Flood Risk Management – Guidelines for Planning Authorities*, November 2009 (PSFRM), published by the Office of Public Works and the Department of Environment, Heritage and Local Government.

The Flood Risk assessment will include an assessment of the flooding impacts of the proposed Civil Design of the habitat creation actions and visitor infrastructure on Whites Marsh and surrounding environs including potential risk assessment for flooding of nearby roads and residences.

2.3 Timetable

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

Requirement	Deadline
Deadline for queries and requests to arrange site visits	31 st August 2026 at 14:00
Date and Time for Receipt of Completed Tenders	14 th September 2026 at 17:00
Proposed Award of Contract	29 th September 2026
Proposed Date for Project Start and Completion and Final Invoice (excl. Retention)	Starting September 2026 Completion by 1 st April 2027

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, 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 owned by NPWS 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: Claire Deasy (Conservation Ranger) claire.Deasy@npws.gov.ie **no later than 14:00 on August 31st 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 Claire.deasy@npws.gov.ie accepted **no later than 14:00 on 31st of August 2026 @14.00** 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 e-tenders mailbox

Tenders must be **received** not later than **17:00 on 14th September 2026** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.

Tenders must be submitted in English.

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 the expertise and skills of assigned personnel in providing the type of works described in Appendix I, and as per Section 3.1 above (*20 marks*)

- Proposed strategy for completion of works (25 marks)
- Any experience held by tenderers of delivering similar contracts within time and on budget (20 marks)
- Price – See Appendix 2 (25 marks).
- National Green Procurement (10 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 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 Tenderer 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

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.

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.

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:

- 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.

6 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 conduct baseline Topographical, Hydrological and Hydrogeological surveys and a Flood Risk Assessment and Drainage Management Plan to inform the Civil Design for proposed habitat management actions and visitor infrastructure at Whites Marsh, Clonakilty, Co. Cork. This is an area of semi-natural grassland and wetlands where conservation actions are proposed to enhance the biodiversity of the site.

NPWS are owners of the land at Whites Marsh.

The NPWS have carried out consultation with Cork County Council, who have indicated that visitor infrastructure may require planning permission.

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 & UPDATE MEETINGS

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. A minimum of three update meetings will be held which the successful tenderer will be required to attend and provide a progress update to the Contracting authority.

REQUIREMENT NUMBER 02: METHODOLOGIES IN ACCORDANCE WITH BEST PRACTICE

ALL METHODOLOGIES WILL BE CARRIED OUT IN ACCORDANCE WITH BEST PRACTICE AND STANDARD OPERATIONAL PROCEDURES USING APPROPRIATELY QUALIFIED AND EXPERIENCED PERSONNEL.

REQUIREMENT NUMBER 03: REPORTING

A FINAL REPORT FOR THE BASELINE SURVEYS WILL BE A KEY DELIVERABLE OF THIS WORK PACKAGE AS WELL AS CIVIL DESIGN DRAWINGS FOR THE HABITAT ENHANCEMENT MEASURES AND VISITOR INFRASTRUCTURE.

REFERENCES

INCLUDING BUT NOT LIMITED TO;

THE PLANNING SYSTEM AND FLOOD RISK MANAGEMENT – GUIDELINES FOR PLANNING AUTHORITIES, NOVEMBER 2009 (PSFRM), PUBLISHED BY THE OFFICE OF PUBLIC WORKS AND THE DEPARTMENT OF ENVIRONMENT, HERITAGE AND LOCAL GOVERNMENT.

DELIVERABLES AND PAYMENTS

Payment will be made by NPWS on foot of one invoice at the completion of the works and only after NPWS satisfy themselves that all baseline reporting and civil design requirements have been satisfied.

7 Appendix 2: Maps and Photographs



Figure 1 Island Strand Intake (Whites Marsh) located within Clonakilty Bay environs and adjoining the two EU designated sites of Clonakilty Bay SAC and Clonakilty Bay SPA.



Figure 2.0 Aerial Imagery dated May 2023 of Island Strand Intake (Whites Marsh) showing modified/degraded habitats such as conifer plantation and improved agricultural grasslands present on the majority of the site.

8 Appendix 3: Pricing Schedule

To: The Contracting Authority, National Parks and Wildlife Services,

Oak House, Bessboro Road, Mahon, County Cork T12 D6CH

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 TOPOGRAPHICAL & CIVIL DESIGN, HYDROLOGICAL SERVICES, WHITES MARSH, CO. MAYO, EXCLUSIVE OF VAT:

Description	No. of Days	Cost per day (€)	Total Cost (€) (Ex VAT)	Total Cost (€) (inc VAT)
Topographical Survey				
Civil Design				
Hydrological & Hydrogeological Survey				
Flood Risk Assessment				
Drainage Assessment & Management Plan				

TABLE 1 – FULL AND FINAL TOTAL FIXED PRICE FOR THE SERVICES AT WHITES MARSH

(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: _____.

9 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: _____

10 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.

