Request for Tenders

Department of Housing, Local Government and Heritage

Fencing Repair works at Derrycunihy Upper and Ulluans, Killarney National Park

24 August 2026

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1. Introduction

1.1 Project Overview

The Minister for Housing, Local Government and 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 the procurement document (the "Works").

In summary, the Works comprise the survey and repair of fencing of deer exclosures, within the Killarney National Park

The exclosures comprise of Old sessile oak woods [91A0] which are a qualifying interest of the Killarney National Park, Macgillycuddy's Reeks and Caragh River Catchment SAC (000365).

Overgrazing by red deer (*Cervus elaphus*) and sika deer (*Cervus nippon*) is threatening this QI habitat (as noted in the Site Specific Conservation Objectives). The repair of the selected exclosures will facilitate woodland regeneration by excluding deer and other grazers such as sheep and goats from the woodland

The area for the Works consist of three exclosures (Plot 3, 10 & 11), within Killarney National Park (Fig 1)

The first objective of the Works is to survey the selected exclosures to identify all areas for repair, decide on and quantify materials required, and the selection of sites for drops of materials, including air drops where necessary. The second objective is to repair the fence to a high standard & to the project specification, ensuring the exclosures inaccessible to deer and other grazers and resilient to storms

The outcome of the Works will include;

1. A GIS map of all identified areas for repair for plots 3, 10, 11 and locations for drops of materials, including air drops
2. A summary table of the repair works required for plots 3,10 & 11
3. A detailed list of materials required, including quantities and sizes
4. Repair of selected exclosures (plots 3,10 & 11) to the required specifications to make them inaccessible to deer and other grazers
5. Plot on the old Kenmare road

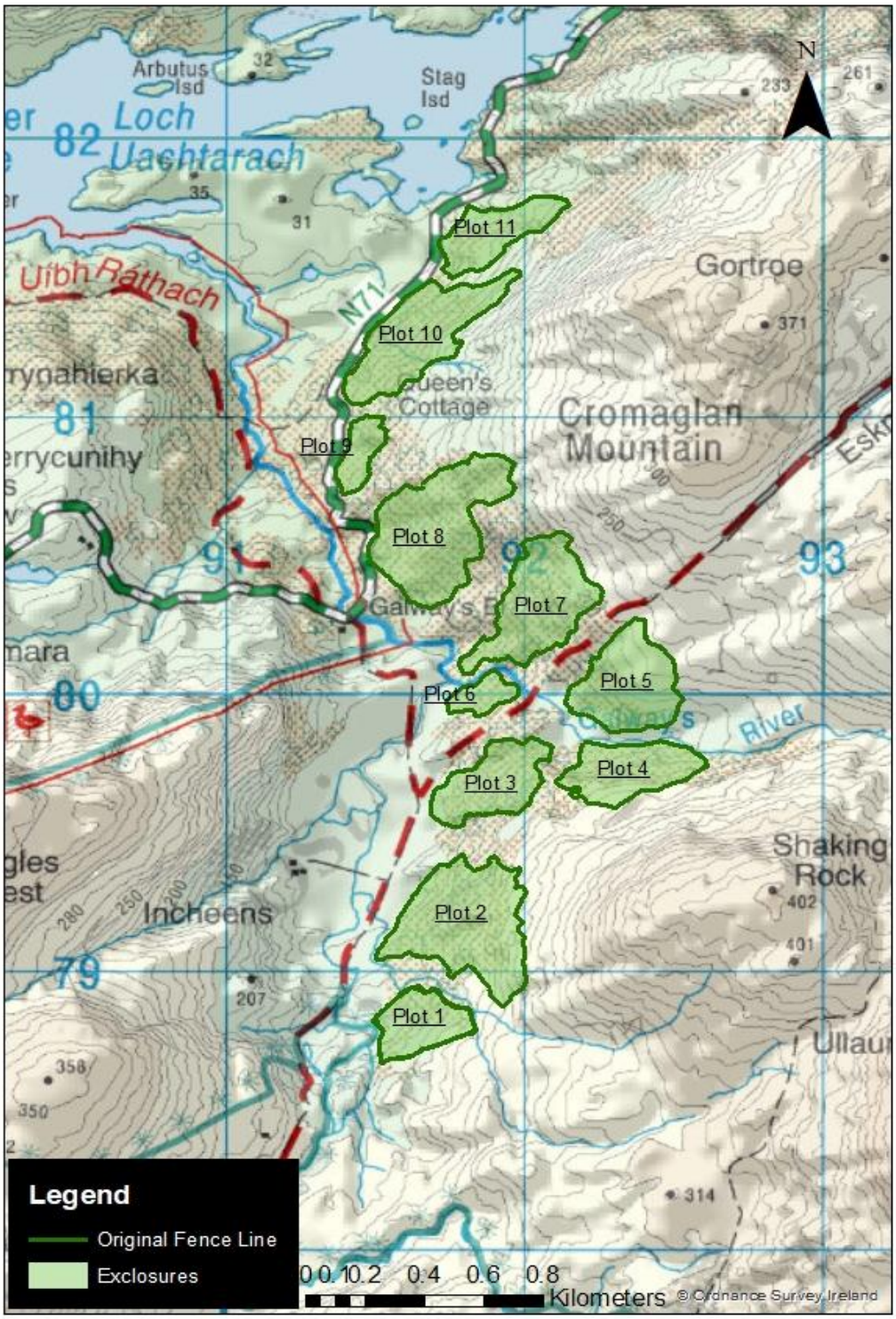


Figure 1 - Map of exclosures in Ulluans & Upper Derrycunihy, Killarney National Park

1.2 Background to the Project

Old sessile oak woods with Ilex and Blechnum of the British Isles [91A0] are priority Annex I habitat. The 2019 Article 17 monitoring report assessed the conservation status of Old sessile oak woods as Bad. Overgrazing by Red deer (*Cervus elaphus*), Sika deer (*Cervus nippon),* and other grazers have significantly reduced natural regeneration in these woodlands and are considered a high impact pressue

The study area for Works is a continuous area of old sessile oak woodland in Killarney National Park. Within this woodland, eleven exclosures were constructed in the early 00's to facilitate natural regeneration by excluding grazers. The exclosures were constructed using A-frame fencing (Fig 2), which is particularly suitable to the terrain in the area. Damage to these exclosures has occurred in the intervening years rendering them less effective at excluding grazers. Aside from storm damage and fallen A-frames, parts of the structure, such as timbers and the surrounding mesh have either rotted or rusted making the bottom part of the fence line accessible. Further compromising the fences are streams which have appeared over the years and/ or during periods of heavy rainfall. Such streams have naturally eroded underneath the fence line making more accessible to grazers, who regularly patrol the fence looking for any weakness in the structure.

The National Park & Wildlife Services (NPWS) have selected three exclosures for repair (Plots 3, 10 & 11). The repair works will be completed to the project specifications detailed in "2. Description of Project". NPWS will provide all materials necessary for the repair works. Transport to the site and equipment is the responsibility of the contractor



Figure 2 - A-frame fencing in Ulluans wood, Killarney National Park

2 Scope of the Project

2.1 Description of the Project

The Contracting Authority is inviting tenders for the fencing repair works at Derrycunihy Upper and Ulluans, Killarney National Park

A detailed description of the **project requirements** is provided below. Contractors are expected to provide a detailed description of their proposed strategy and methods for the Works in their response, based on their own expertise and experience on similar projects.

1. 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.

2. Exclosures for survey and repair

The exclosures for survey and repair are plots 3, 10 & 11 (Fig 3 & Fig 4) and plus on the old Kenmare Road

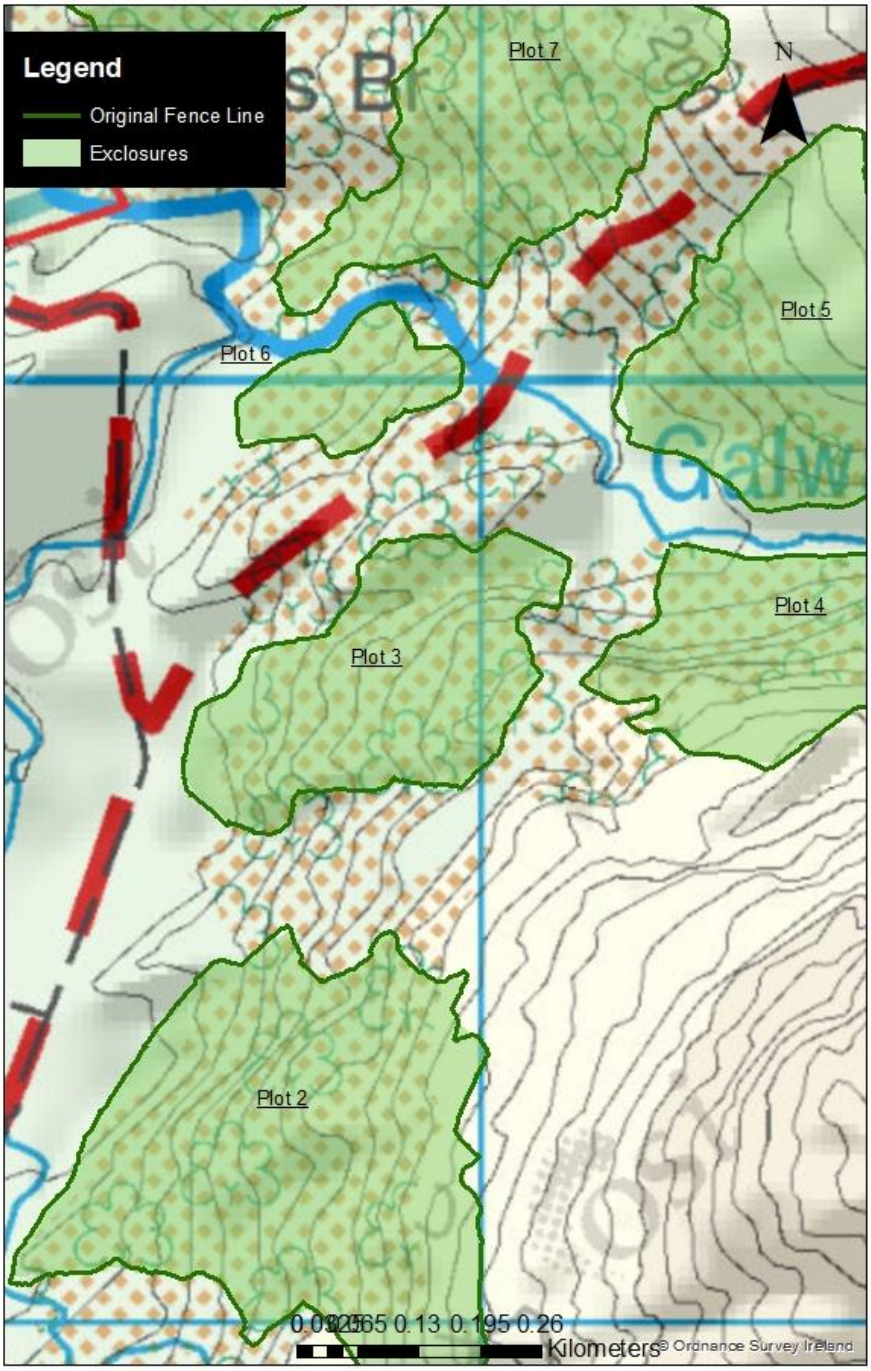


Figure 3 - Map of enclosure 3

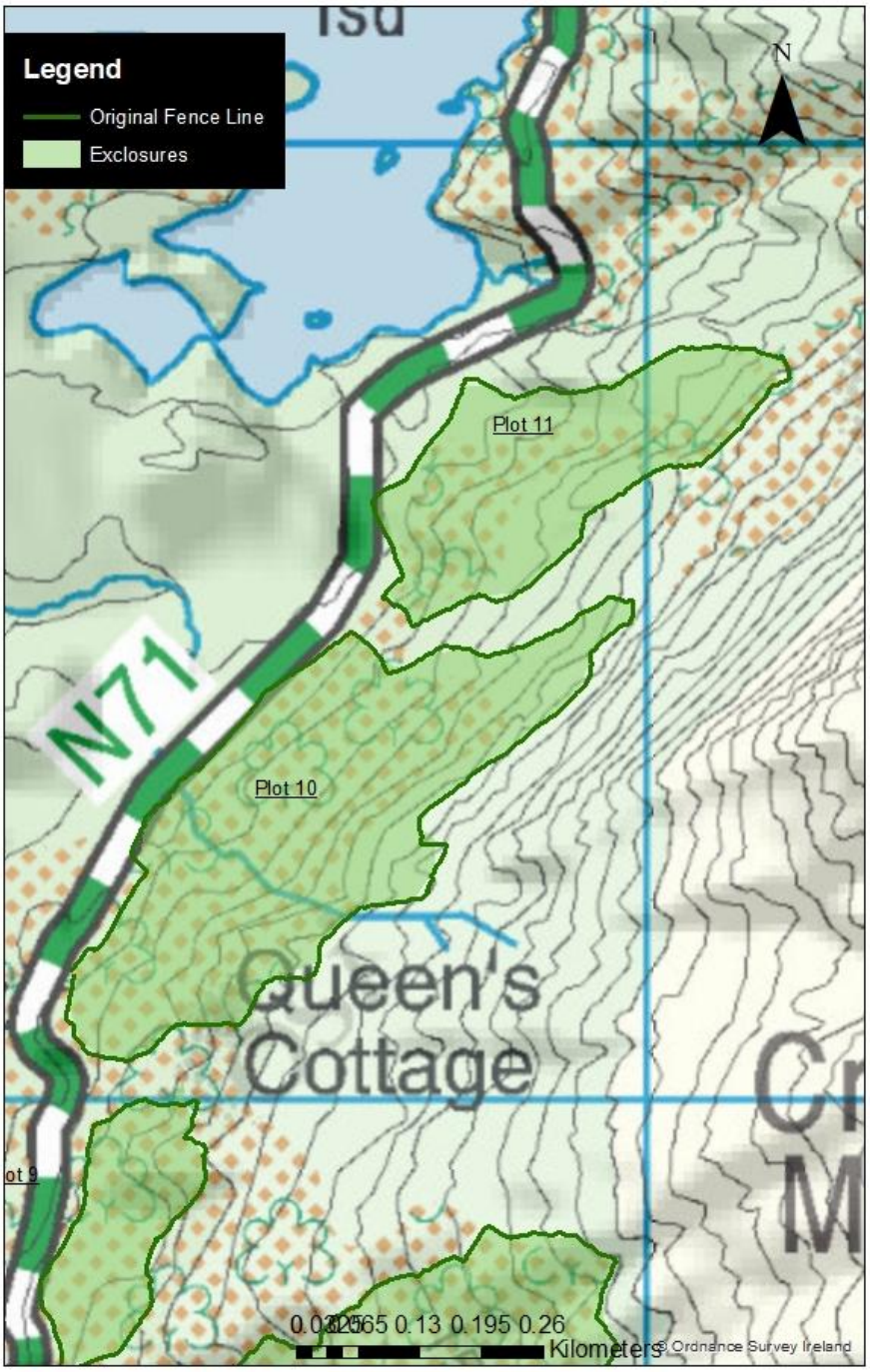


Figure 4 - Map of exclosures 10 & 11

3. Survey of exclosures to determine repair works and materials required

The original fence lines of all three exclosures (plot 3, 10 & 11) will be surveyed to identify all the repair works necessary to make the deer/grazer proof. Surveyors should check for all issues with the fence line, including but not limited to fallen a-frames, broken gates, rusted mesh, washouts, fallen trees on fence line, rotten

timbers, unstable areas, holes in mesh, mesh not flush with ground & rotten/missing pegs. On completion of the survey the following will be provided to the NPWS by the Contractor;

1. GIS map with all repair sites, identifying the specific issues
2. A summary of all repair works required in table form
3. A detailed list of all the materials required for the repair works including quantities and sizes
4. GPS locations of specific sites where materials are to be dropped, including air drops where necessary. The number of drops for each site can be discussed at the inception meeting. Each GPS location should be accompanied by the quantity of materials required at that specific drop

NPWS will provide all the materials and arrange for the materials to be transported to the specified locations. The contractor will be responsible for providing their own transport to the site and for equipment.

4. Repair of exclosures

The original fence lines of all three exclosures (plots 3, 10 & 11) will be repaired to the following specifications to make the exclosures completely herbivore proof. The specifications must be followed and are not limited to those particular works.

The fence lines must be walked by the contractor initially to assess the damage to the existing fence lines. The contractor must identify the quantity of materials needed and identify suitable locations for material drops by helicopter.

Specifications:

- Fence must be herbivore proof i.e. prevent herbivores from entering either over, under or through the fence.
- Mesh will be tense, in good condition and replaced where it is not. Mesh to be pinned down at ground level (steel or wooden pegs) so herbivores cannot get under the fence.
- Mesh to be a minimum of 2m in height, extra mesh or tensioning wire must be put in place where the terrain is obviously higher outside the fence due to large boulders etc.
- A-frames to be secured to the ground to avoid collapse/swaying in high winds.
- Nails must be used to make A-frames; screws are not suitable.
- Streams and washouts to be identified and secure to prevent entry.
- Entry points to be assessed and fixed as necessary

Plot off the old Kenmare Road

Location: Off the Old Kenmare Road (51.980606, -9.532709) a short walk in off a track that can be reached with 4x4.

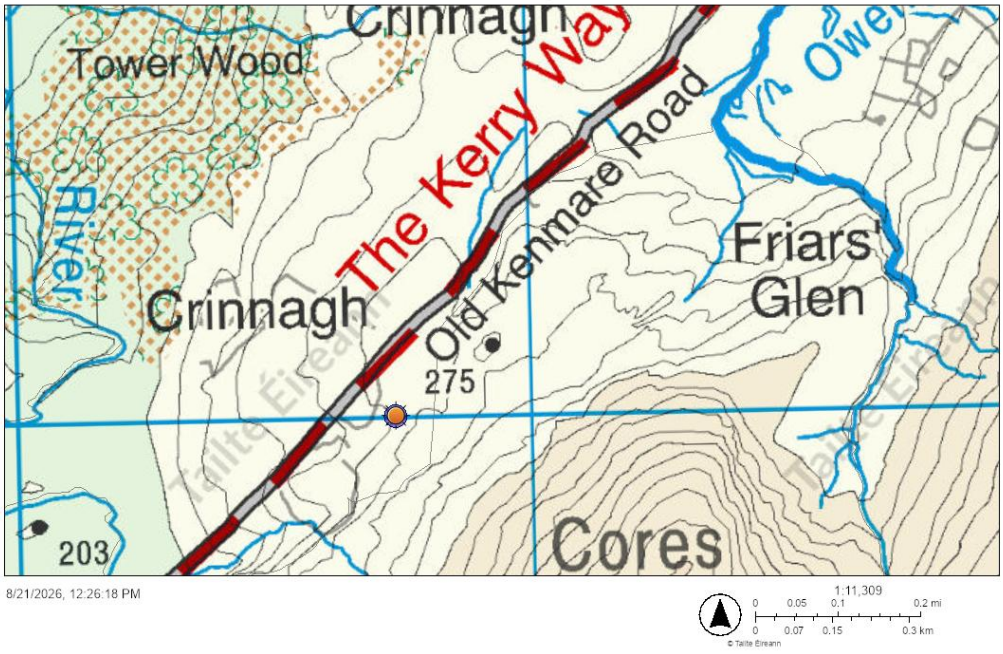
Size of Fence: Perimeter: ~ 400 m and Area: ~ 0.9 Ha

Repair works to deer proof standards. The sites are to be walked and assessed by the prospective tenderers with conservation ranger in attendance. Tender response should include what materials are required to achieve this and tender with and without materials supplied.

Works include but not limited to:

- Removing and replacing broken posts
- Replacement of mesh
- A large corner post has fallen down partially taking the mesh down with it
- Re-securing sheets of mesh to each other
- Standing up fence posts and mesh are leaning

Maintenance Fencing Plot OKR



2.2 Timetable

The anticipated timetable in relation to this Project is as follows:

Requirement	Deadline
Closing date for Receipt of Queries	**11/09/2026 @ 15.00**
Site Visit	**1st of September to 4th of September 10 to 4 please contact Mary Sheehan on 0858736337**
Date and Time for Receipt of Completed Tenders	**18/09/2026 @17.00**
Proposed Award of Contract	**12/10/2026**
Inception Meeting	**19/10/2026**
Proposed Date for Project Completion and Final Invoice (excl. Retention)	**12/04/2027**

3 Tender Submission

3.1 Items to be included

A statement that you understand the issues and the general approach proposed, including all Project Requirements as listed in **2.1 Description of the Project**

Completed copies of the forms included in **Appendix 2** and **Appendix 3**.

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.

The following information must be furnished:

- Details of the methods, management and service structure proposed
- Details of the proposed team for the works, including details of the relevant expertise and experience of the team proposed.
- Pricing schedule (see **Appendix 2**)
- Tenderers must state that they have the requisite resources available to complete the contract within the required timeframe (see **Appendix 3**)

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

Confirmation of your acceptance of all of the conditions of tender, including those described in **Section 5** of this invitation to tender.

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 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.
- Confirm that the tender price holds good for ninety days;
- Give details of any other costs, taxes or duties, which may be incurred. Any licensing costs associated with any part of the proposal should be clearly identified. Proposals should clearly indicate any discounts to which the Contracting Authority would be entitled, including public sector discounts, early payment discounts, forward contract discounts and any other discounts;
- 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.

Please note that the Pricing Schedule included as **Appendix 2** to this Request for Tenders must be completed in full and returned with the tender.

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. Tenders should be priced accordingly. 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 Other information

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

3.9 Query handling

Any queries should be submitted to via e-tenders mailbox by (3pm) on the 18/09/2026 **at the latest**. Questions received after this time will not be responded to. Responses will be emailed to all parties in the tender process.

3.10 Closing date for receipt of tenders

The closing date for receipt of tenders is 23/09/2026 @17.00

3.11 Number of Tenders

Tenders should be submitted through the e-tenders mailbox only

4. Examination and Evaluation of 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 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, based on the following award criteria (*scored from 100 marks weighted as indicated)*:

- The methods, management and service structure proposed *(25 marks)*
- Expertise and skills of assigned personnel in providing the type of works described in Appendix I including total numbers available as per section 3.1 above *(25 marks)*
- Price – See Appendix 2 *(30 marks)*.
- National Green Procurement 20 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, 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.

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 and 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 contact(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 Authority[1]:

- A Tax Clearance Certificate **or** demonstrate a satisfactory level of subcontractor tax compliance from the Revenue Commissioners (by furnishing a Tax Clearance Access Number (TCAN))

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 positon online[2].

5.9 Consortia and Prime / Sub-contractors

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.

(a) 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

[1]As 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.

[2]A 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.

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:

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

Insurance policies must indemnify The Minister for Housing, Local Government and Heritage 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 tenders, abnormally high or low rates or prices.

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 2 Pricing Schedule:

Fencing Repair works at Derrycunihy Upper and Ulluans, Killarney National Park

To: The Contracting Authority, National Parks and Wildlife Services, Killarney National Park, Killarney, Co. Kerry.

I/We the undersigned agree to provide fencing works/services: 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 procurement document for the following cost:

FIXED PRICED OF FENCING REPAIR WORKS AT DERRYCUNIHY UPPER AND ULLUANS, KILLARNEY NATIONAL PARK, EXCLUSIVE OF VAT:

TABLE 1 – FULL AND FINAL TOTAL FIXED PRICE FOR FENCING REPAIR WORKS AT DERRYCUNIHY UPPER AND ULLUANS, KILLARNEY NATIONAL PARK

(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 3 Requirements:

No of people	
Supervisory structure (please include number of supervisors and any additional relevant info such as qualifications e.g., chemical cert/first aid)	

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

Signed by: _____

Name (Capital letters):_____

Date: _____

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.