



Request for Tenders

Department of Housing, Local Government and Heritage

Fencing Repair & Maintenance Work, Tomies East and
Reen, Killarney National Park

6 October 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 Appendix 1 to this RFT (the “Works”).

In summary, the Works comprise the survey, repair and maintenance of fencing of existing herbivore enclosures, within the Killarney National Park

Overgrazing by herbivores such as red deer (*Cervus elaphus*) and sika deer (*Cervus nippon*) is preventing the regeneration of native woodland. The repair of the selected enclosures will facilitate woodland regeneration by ensuring the exclusion of herbivores

The area for the Works consists of two enclosures within Killarney National Park, Tomies East and Reen (Fig 1 & 2). Killarney National Park is within the Killarney National Park, Macgillycuddy's Reeks and Caragh River Catchment SAC (000365).

1.2 Background to the Project

Overgrazing by Red deer (*Cervus elaphus*), Sika deer (*Cervus nippon*), and other grazers have significantly reduced natural regeneration in woodlands and are considered a high impact pressure.

The National Park & Wildlife Services (NPWS) have selected two enclosures for repair and maintenance work

The main objective is to repair the enclosures to a high standard & to the project specification, ensuring the enclosures are inaccessible to deer, other grazers and is storm resilient

The fence lines of both enclosures have been inspected by NPWS and a number of repair and maintenance issues have been identified. The issues identified during inspection are provided to assist tenderers in assessing the likely extent and duration of the works.

The list of identified defects and required works is not exhaustive and should not be regarded as a definitive schedule of all works required. Fence conditions may have changed, and additional maintenance requirements may have arisen in the intervening period or may become apparent during the course of the works.

Tenderers should therefore satisfy themselves as to the condition and extent of the fenceline and allow for any additional minor maintenance works reasonably required to complete the works to the necessary standard

Tenderers should base their tender on the overall requirements and site conditions and not solely on the individual issues identified in the inspection schedule

All materials (fence posts/mesh etc) required for the repairs will be provided by NPWS. Transport, equipment (e.g. chainsaws) and consumables (e.g. fuel) are to be provided by the successful Contractor.

The repair works will be completed to the project specifications detailed in “2. Description of Project”.

Reen Fencing

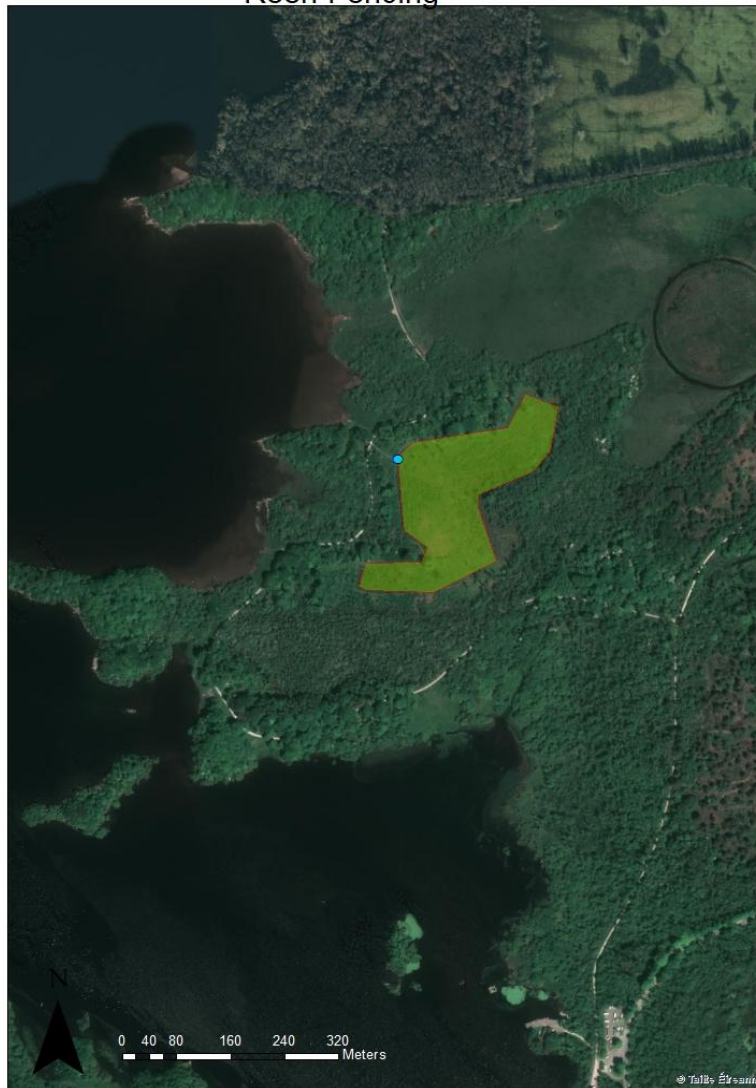


Figure 1 - Reen Exclosure. Accessible by internal National Park Roads

Tomies East Fencing



Figure 2 - Tomies East enclosure. accessible through a Right of Way in Tomies East. track all the way around the fence line

2 Scope of the Project

2.1 Description of the Project

The Contracting Authority is inviting tenders for fencing repair and maintenance works at Reen and Tomies East, 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 & Site visit

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, a site visit will be undertaken and final details/required materials will be discussed

2. Exclosures

The exclosures for survey and repair are Reen & Tomies East (Fig 1 & Fig 2, Table 1)

Table 1: Summary of exclosures, Tomies East & Reen

Exclosure	Area (Ha)	Perimeter (Km)	Location (Lat/Long)
Reen	3.85	1.8	52.0489408, -9.5342720
Tomies East	3.1	0.72	52.057390, -9.6075989

3. Summary of Repair and Maintenance Requirements

The list of repair and maintenance issues are outlined in Appendix 1

The list of identified defects and required works is not exhaustive and should not be regarded as a definitive schedule of all works required. Fence conditions may have changed since the inspection on the 5/10/2026, and additional maintenance requirements may have arisen in the intervening period or may become apparent during the works.

Tenderers should base their tender on the overall requirements and site conditions and not solely on the individual issues identified in the inspection schedule

NPWS will provide all the materials required for maintenance and repair. The contractor will be responsible for transporting materials to the site, in addition to providing their own transport and for necessary equipment.

The successful contractor will be responsible for providing NPWS with the final list of material required for the necessary work.

Tomies East (Summary)

The fence is completely fallen in at least 3 sections. There are several areas where trees have fallen across the mesh compromising the integrity of the fence. All around the fence line there are sections where bramble/vegetation has grown over the fence and it's dragging the mesh/fence down. There are several rotten posts and points where the posts will need to be re-stood.

The mesh is not flush with the ground and will need to be secured to the ground and blocked to ensure deer can't access from below

There are several deer within the enclosure that will need to be removed from the site before final fence closure

There is a badger sett on the fenceline. A badger gate will need to be installed

The site is accessible and there is a track around the entire perimeter of the fence, allowing for easy transport of materials

Reen (Summary)

The fence is completely fallen in at least 13 places, due to fallen trees across the mesh or rotten posts. The mesh will need to be replaced in the case of major tree fall as the

mesh has been badly damaged. There are several areas where trees have fallen across the mesh compromising the integrity of the fence but not pulling it down completely. All around the fence line there are sections where bramble/vegetation has grown over the fence and this is starting to drag the mesh/fence down. There are no issues with holes in the mesh or gaps between the mesh and the ground.

Several deer have been observed within the enclosure. These will need to be removed before final fence closure

Whilst materials can be easily transported to the site, there is no track around the perimeter of the fence due to rough/wet ground. This should be taken into consideration

4. Repair of exclosures

The original fence lines of both exclosures will be repaired to the following specifications to make the exclosures completely herbivore proof.

Specifications:

- Contractors will ensure that all deer/herbivores are removed from the enclosure prior to the final closure of the fence line. NPWS staff will assist with the removal of deer. The contractor shall liaise with NPWS staff regarding the timing of the works to facilitate the safe removal of deer
- All gates along the fenceline shall be inspected and left in a fully functional condition, opening and closing freely and securely. Any necessary repairs or adjustments shall be undertaken by the contractor
- 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. Extra mesh may be required along the bottom of the fence line and/or gates to ensure deer can't access the enclosure
- Other potential herbivore entry points to be assessed and fixed as necessary
- Tree branches and/or trees that are leaning on the fence and are impacting the structural integrity should be removed.
- Badger gates to be installed where necessary

2.2 Timetable

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

Requirement	Deadline
Closing date for Receipt of Queries	14/10/2026
Date and Time for Receipt of Completed Tenders	16/10/2026
Proposed Award of Contract	23/10/2026
Inception Meeting & Site Visit	28/10/2026
Date for Project Completion and Final Invoice (excl. Retention)	01/12/2026

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 through etenders by close of business (5pm) on the **14/10/2026 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 16/10/2026 at 4 pm.

3.11 Tender Submission

Tenders should be submitted through the e-tenders mailbox

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, on the basis of the following award criteria (*scored from 100 marks weighted as indicated*):

- The methods, management and service structure proposed (*30 marks*)
- Expertise and skills of assigned personnel in providing the type of works described in Appendix 3 including total numbers available as per section 3.1 above (*30 marks*)
- Price – See Appendix 2 (*40 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 or 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 (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 position online².

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

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.

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.

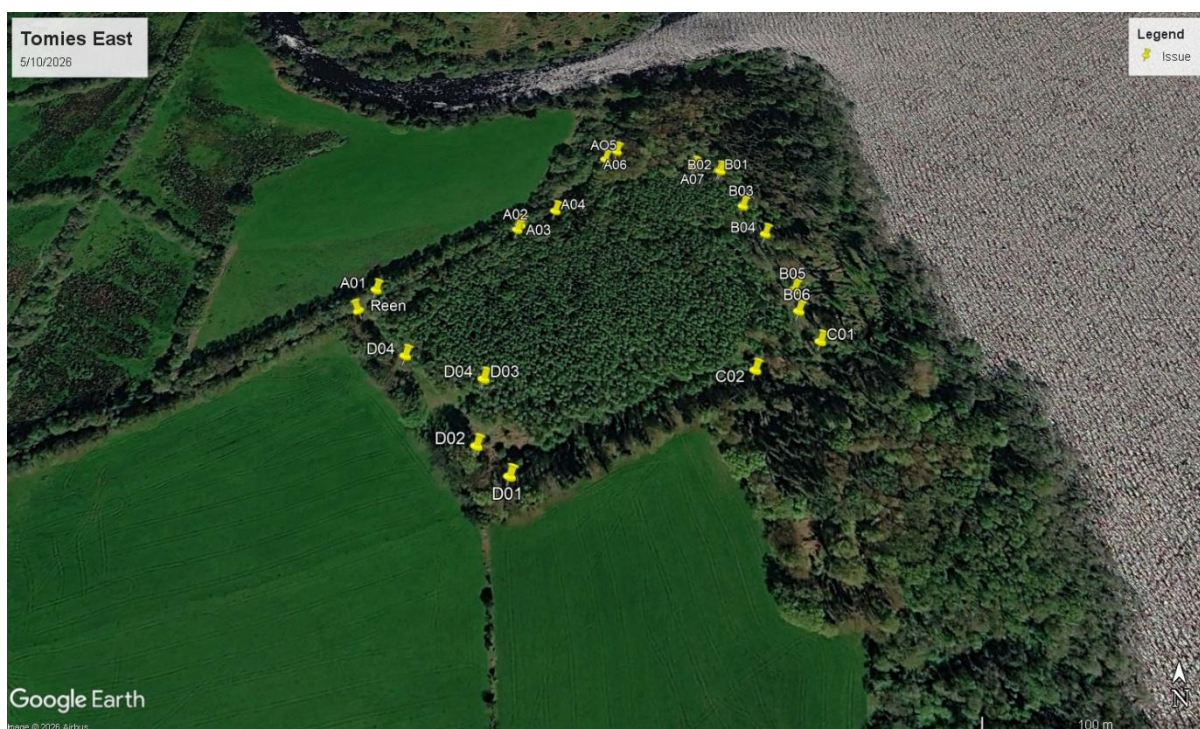
No adjustment made under this Section 5.14 will affect the tendered Price.

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

Appendix 1: Summary of Repair and Maintenance Requirements

Tomies East

Fencing Section	Reference	Indicative Works
A	A01	Replace 2 corner posts, Chainsaw work required Replace 10 m mesh
A	A02	Add extra mesh, pin mesh to ground
A	A03	Install badger gate
A	A04	Chainsaw work. Trim foliage, branches, rhododendron and replace 1 x post
A	A05	Chainsaw work/remove fallen branches
A	A06	Replace 10m mesh, replace rotten corner post
A	A07	Large hole in mesh. Replace mesh
B	B01	Replace rotten corner post
B	B02	Tree on fence. Chainsaw work required
B	B03	2 x trees lying on fence. Chainsaw work required
B	B04	Gate fallen down. Reinstate existing gate, Replace posts
B	B05	2 x trees on fence line, foliage clearance. Chainsaw work required
B	B06	Fence line down for ~50 m . Remove foliage/branches/replace mesh
C	C01	Replace corner post/remove foliage
C	C02	Foliage clearance/chainsaw work required
D	D01	Fence fall down. Replace corner post and ~ 20m mesh
D	D02	Fence fall down, Replace ~ 80m mesh
D	D03	Replace 2 x corner posts and 8 posts
D	D04	Remove vegetation, restand/replace fence
D	D05	Replace post



Reen

Fencing Section	Reference	Indicative Works
A	A01	Replace corner post, 10m mesh, make gate herbivore proof and functional
A	A02	Foliage/vegetation trimming
A	A03	Branches need clearing on ~ 15m section
A	A04	Replace ~ 20m. Foliage needs trimming
A	A05	Bramble, branches and fallen trees need removed/trimmed ~80m
A	A06	Trim branches~20m
A	A07	Trim vegetation ~20m
A	A08	Trim vegetation and remove branches ~ 30m
A	A09	Trim branches, vegetation, ~100m
B	B01	Replace corner post, Trim branches vegetation
B	B02	Trim trees/vegetation for ~80m
B	B04	Replace mesh ~ 30m
B	B05	Fence fall down, 1 x tree, Chainsaw work required. Replace posts

B	B06	Fence fallen in 2 x places. Replace mesh ~ 50m and replace 2 x corner post
C	C01	Chainsaw work. Tree across fence. Chainsaw work required
C	C02	Chainsaw work. Brambles on fence
C	C03	Fence fall. Tree on fence. Replace corner post and ~ 10m of mesh
C	C04	Large tree fallen across fence line. Chainsaw work. Replace mesh for ~ 50m
D	D01	Replace rotten corner post, remove vegetation for # 25 m
D	D02	Fence fall. Replace mesh ~ 25 m
D	D03	Vegetation/foilage removal
D	D04	Fence fall. Large tree. Chainsaw work. Relace ~ 30m of mesh and corner posts/posts
D	D05	Several trees fallen on mesh. Chainsaw work. Replace mesh from ~ 50m and re stand fence
D	D06	Replace corner post
D	D07	Remove vegetation
D	D08	Tree branch removal
D	D09	Tree Fence fall. Vegetation removal. Replacement of posts and ~ 20m mesh branch removal
D	D10	Chainsaw work. Tree fallen on fence. Replace mesh
D	D11	Large tree down on fence. Chainsaw work, vegetation removal, replace ~ 50m mesh
D	D12	Replace 50m mesh, vegetation clearance. Replace posts where necessary



Appendix 2 Pricing Schedule:

Fencing Repair works at Reen & Tomies East, 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; transport, 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 the Scope of The Project for following cost:

FIXED PRICED OF FENCING REPAIR WORKS AT REEN & TOMIES EAST, KILLARNEY NATIONAL PARK, EXCLUSIVE OF VAT:

TABLE 1 – FULL AND FINAL TOTAL FIXED PRICE FOR FENCING REPAIR WORKS AT REEN & TOMIES EAST, 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:

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

Signed by: _____

Name (Capital letters): _____

Date: _____

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

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.