PeacePlus Nature

Removal and replacement of a predator-proof fence at Magheragallon, Co Donegal.

Specification and Invitation to Tender

November 2026

1. Background

PeacePlus Nature is funded by PEACEPLUS, a programme supported by the European Regional Development Fund (ERDF) and the UK and Irish Governments and managed by the Special EU Programmes Body (SEUPB). It is a four-year multi-million-euro project focusing on Nature Recovery Networks (NRN) across Northern Ireland and the border counties of Ireland. It is a partnership of nine organisations, led by RSPB NI.

BirdWatch Ireland will be responsible for delivering the Donegal Wader Recovery Work Package, which aims to protect and restore breeding wader populations in Co. Donegal, which holds an important proportion of Ireland's total resource of breeding waders. The project aims to conserve these populations through a range of conservation measures, including installation and maintenance of predator fences, direct predator control, population monitoring and habitat works. Working closely with other stakeholders will be a key element of the work to ensure synergies of effort and conservation delivery.

In 2013, BirdWatch Ireland installed a 1500m predator exclusion fence at Magheragallon in West Donegal as part of the Interreg IVA-funded Halting Environmental Loss Project (HELP). The aim was to exclude terrestrial predators, including foxes, badgers and small mustelids, from an important area of breeding wader habitat, to improve breeding success and protect the population of breeding waders. The area is approximately 7 ha of privately owned land, historically grazed by cattle and sheep.

Location

The site location is shown in Appendix 1. It is located in the townland of Magheragallon and is within the Gweedore Bay & Islands SAC (site code 001141); it is adjacent to the West Donegal Coast SPA (site code 004150). It forms part of a wider coastal landscape comprising wet grassland, saltmarsh, machair and the adjacent islands and marine habitats. Four Annex I habitat types have been identified within or immediately adjacent to the site. These include machair (21A0) adjacent to the site, Atlantic salt meadows (1330) / potential Mediterranean salt meadows (1410), and potential oligotrophic/mesotrophic standing-water habitats (3110/3130) associated with a tidally influenced brackish waterbody and connecting creeks to the east. Approximately 0.34 ha of potential Annex I salt meadow occurs within the existing fence line, with the existing fence traversing approximately 207 m of this habitat. The site vegetation includes red fescue, crested dog's-tail, sedges, rushes and a range of saltmarsh species, with lower-lying areas subject to periodic saline or brackish inundation**.**

2. Proposal

The existing fence has reached the end of its functional lifespan and needs to be replaced; this is to maintain the existing predator-exclusion function and continue to protect breeding waders within the enclosed area. The proposed works comprise the removal of the existing fence and installation of a new predator fence along the existing fence alignment and footprint; full specifications are given in Section 4.

It is anticipated that works will commence in December 2026 and take approximately eight to ten weeks to complete, though it may be longer, depending on local ground conditions at the time and weather during that period.

3. Requirements

The site has a high water table, and the ground is often soft. For ecological (and safety) reasons, the work must ensure that there is no damage to the ground and, for this reason, low ground pressure (< 5 PSI) vehicle tyres/tracks are required to minimise surface damage. Specifications of the proposed machinery are required to be submitted as part of the tender application.

A method statement is required (refer to the Award Criteria).

4. Specification of works.

4.1 Removal of existing fence

- Dismantle existing fence structure - use excavator toothed bucket on the outside of the fence to strip wire from post and pull out; wire to be crushed and removed and disposed of at an appropriate recycling centre.

- Old fence posts and other materials (old wire, staples & insulators etc.) to be removed from site using a small, tracked dumper or quad & trailer and disposed of at an appropriate recycling centre. Note: any concrete posts to be left in position.

4.2 Construction of new fence structure

- Strainer posts shall be a minimum of 12-foot long, have a minimum diameter of 150mm and shall be driven a minimum of 900 mm into the ground. Strainers shall be provided at the beginning and end of every length of fencing and at ever change of direction where the angle is greater than 30°. Strainers must also be used to accommodate any significant change in gradient and be strutted in the line of the fence. Strainers on 90-degree corners must be H framed and strutted. Maximum distance between strainer posts shall not exceed 100m. Strainers shall be incised and have a 15-year warranty (posts to be tanalised treated or larch).
- Intermediate posts shall be a minimum of 8-foot long, have a minimum diameter of 100mm and shall be driven a minimum of 600mm into the ground. Intermediate posts shall be spaced at no more than 2.5 metre intervals. Posts shall be incised and have a 15-year warranty (posts to be tanalised treated or larch).
- High tensile 1800mm Tornado badger wire R18/183/5, to a height of 130cm off the ground forms the main body of the fence; the bottom 50cm is to be buried. Tornado wire to be connected using gripple wire joiners.
- The Tornado badger wire is to be overlain with 16-gauge, hot dipped galvanised 25mm weld mesh (clipped to the top of the badger wire using hog rings) and both are to be dug in (by pulling back and relaying the sod) to prevent animals digging under the fence. The weld mesh must not be shorter than the badger wire and it must be clipped to the top of the badger wire. It may, however, be longer, extending out further at the skirting.
- Four strands of high tensile 12-gauge electric wire placed along the outside of the fence at 3 cm, 15 cm and 2x 25cm height above the top of the badger wire and connected to a single circuit using screw-in insulators. The second strand (15cm) is to be earthed (stapled to post). The top strand of the four is to be attached via offset insulators to bring the overall fence height of around 170cm
- Five access gates – 3 X minimum of 3.6m wide and at least 1.2m high and 2 x Pedestrian gates minimum of 1.2m wide and at least 1.2m high. All steel gates shall be hot dip galvanised in accordance with EN 1461 and be overlain with 16-gauge, hot dipped galvanised 25mm weld mesh with a poured concrete apron buried (25- 30cm) under the gate to prevent digging. A similar electric stand circuit to be attached to the top of the gate to keep continuity of electrical circuit and overall fence height. The electric stands should be incorporated into the gate design to allow for easy access. Handle openings must be secured against predators. Gates to be suitably hung via hot dipped galvanised steel posts and set in concrete, and these to be independent of any strainer/fence post. The gate base shall be around 3cm off the ground. The gates also must be fitted with an adequate locking system, which shall securely keep the gate closed.

- Where the fence posts are to the outside of the badger wire, electric wires are to be positioned on the outside of the post to prevent predators from climbing the posts.
- Two electric break points are to be created to allow electrical faults to be found and fixed with ease.

4.3 Fencer

- Supply and installation of a solar-powered fence (E.g. PEL 406 or equivalent) with a minimum 100w solar panel and 4 x 1.5m earth rods.

5. Pricing

Using the specification outlined above, please supply a single quote for all works detailed. Quotations must be in Euros and be completed to two decimal places. VAT should be itemised separately.

The maximum budget for the work is: **€93,000 (INCLUSIVE of VAT)**

Suppliers should note that this is the maximum available budget and potential contractors, if they wish to gain a competitive advantage, should bid accordingly. Bids above the maximum (INCL VAT) price will be excluded.

6. Access

Because of the important natural features of the site, access to and from, and within the worksite must avoid ecological damage.

The works will use the existing access arrangements associated with the current fence. The existing fence line has three vehicular access points and two pedestrian access points.

The works are intended to be undertaken by a small number of personnel, with the mini-digger providing several functions during installation. This will reduce the requirement for additional machinery and minimise movements within the site. An ATV will be present for movement of materials/personal. ATV traffic will be restricted to the drier areas of the field.

The working area will be confined as far as practicable to the existing fence alignment and immediately associated working space. No new permanent access road or additional fenced area is proposed

The contractor is responsible for arranging transport to and from the site. Fuels, lubricants and chemicals must be transported and stored in appropriate containers and will only be permitted to remain on site overnight if stored in an approved chemsafe container to minimise the likelihood of spillage onto the site. Appropriate spillage containment kits must be kept on site throughout the duration of the operation and used in the event of any spillage.

Transit to and from, and around the site during operations is to be kept to a minimum, using only the agreed routes. Damage must be minimised by working back toward the access from its furthest point. Contractor to leave access roads in the same condition as they were in just prior to works starting.

7. Inspection of Works

BirdWatch Ireland's PPN Conservation Projects Manager will be managing and supervising the project to ensure that operations are progressing on schedule and to the standards set out in this specification. NPWS staff may also inspect operations on a regular basis.

Following completion, the standard of works will be signed off to this specification. Any damage to paths, trackways, watercourses, infrastructure or other features are to be made good by the Contractor to a standard agreed with BirdWatch Ireland/NPWS staff.

8. Health and Safety

All aspects of work and Contractors (and sub-contractors) presence on site is to be undertaken in accordance with all current Health and Safety standards and regulations.

The Contractor shall indemnify BirdWatch Ireland to a value not less than €6.5 million from all claims by third parties for damage or injury caused by or in connection with the operations of the Contractor and due to acts, accidental or deliberate, of the Contractor, his agent or sub-contractors or assignees or the employees of any of them, but BirdWatch Ireland shall not settle such claims without the consent of the Contractor unless compelled to do so by legal process, and BirdWatch Ireland shall notify the Contractor within 30 days of receipt of any such written claim.

Photographic identification must be available for inspection on request to confirm that the contractors are who they claim to be.

Personal Protective Equipment (PPE) relevant to activities should be worn at all times by the contractor and their employees whilst engaged in those activities and high-visibility vests should be worn at all times.

9. Sustainability

BirdWatch Ireland undertakes all works by means that have minimal impact on the environment and requires that contracted works follow the same principles.

The Contractor will take all measures required, and agree these in advance, to limit operational impact on the environment, including for example, storage of materials and use of biodegradable materials.

10. Timing

The works described are expected to begin in the Autumn/Winter of 2026/27 (this is to avoid the 2027 bird breeding season) and must be completed to the satisfaction of BirdWatch Ireland by 15th March 2027. In the case of force majeure, this may be extended to the 30th of September 2027 (all work will have to cease from 15th March 2027 until 31st August 2027 to avoid disturbance to breeding birds).

Final timings will be agreed with the successful contractor.

Where the works have not been completed satisfactorily and on time, the Contractor may be liable to forfeit the balance of payments**.**

11. Terms and Conditions

The tender price quoted will be fixed for the delivery of the full contract. There will be no room for negotiation on the price throughout the entire duration of the contract.

IMPORTANT: The award of the contract and commencement of the works shall be subject to obtaining the necessary approval from the National Parks and Wildlife Service (NPWS) for the proposed works to proceed. No contract will be awarded, or works commenced until all necessary consents have been received.

12. Submission of Tenders

Registered eTenders (gov.ie) suppliers must complete the tender response document and submit this via the gov.ie eTenders portal. Non-registered eTenders (gov.ie) suppliers may submit the tender response document via email to Daniel Moloney at dmoloney@birdwatchireland.ie

The closing date is the **23rd of November 2026 at 17h00.** Late submissions will not be accepted.

The successful contractor will be required to enter a formal contract with BirdWatch Ireland; a copy of the contract is included in Appendix 2.

13. Evaluation of Tenders

Tender respondents shall be evaluated according to the two phases set out below.

Phase1: Selection Criteria

This is a pass/fail phase, and no scoring will be attached to the results. Tenderers will only proceed to Phase 2 if they pass each of the selection criteria set out below. Each of the criteria is viewed as essential, and if one or more of the criteria below is not met, then **tenders will be automatically eliminated**.

	Criteria	Pass/Fail
1	Company name, registered company address and VAT registration number.	
2	Name of Project Manager and demonstration of three years' experience in fence construction, which includes evidence of working on a designated site.	
3	Specification of plant to be used for low ground pressure work, confirming it will be (< 5 PSI) vehicle tyres/tracks.	
4	Certificate of Insurance cover	
5	Is the price tendered within the maximum budget	

Phase 2: Award Criteria

This section is concerned with technical ability to fulfil the conditions of the tender. Tender respondents shall be evaluated on the following criteria:

	Criteria	**Max Points**
1	**Method Statement to include:**	**50***
	-Roles and responsibilities	
	-Plant and equipment	
	-Description of works at each stage and timelines	
	-Risk Assessment for works	
	-Mitigation for potential ecological damage	
2	**Cost**	**50**

**Minimum score of 25 required*

Note: BirdWatch Ireland reserves the right to contact all those who tendered for the purposes of seeking clarification on any aspect of their tender.

14. Clarification

Every effort has been made to ensure that this documentation contains all the necessary information for the completion of tenders. However, in the interests of equity, requests for additional information or clarification on the content of this document and all other queries of substance (other than in relation to purely factual or procedural matters) must be made via the messaging facility on www.etenders.ie and all queries will be answered via this facility. Queries will be accepted no later than Monday 16th November 2026.

Site visits can be arranged with BirdWatch Ireland before submitting a quotation. Please contact Daniel Moloney at dmoloney@birdwatchireland.ie

Tender Application Form

To be completed by all tenderers.

To: BirdWatch Ireland from (Name of Tenderer):

_____

1. Costing

I/We have reviewed the Invitation to install a predator-proof fence at Magheragallon, Co Donegal and do hereby offer to provide the services set out therein, as may be required by BirdWatch Ireland, in exchange for the following fee, which is inclusive of all costs, overheads and expenses:

Cost	**Price in Euro €**
Cost for all works, Exclusive of VAT	
VAT (13.5%)	
Total	

2. The tenderer: -

1. Agrees to adhere to the submitted price until 15th March 2027 and to keep this offer open for acceptance by BirdWatch Ireland for a period of 90 days from the deadline date for receipt of Tenders.
2. Has read and confirms its acceptance of the Instructions to Tenders.
3. Agrees to treat the details of this offer, together with any subsequent correspondence or contract, as private and confidential.
4. Acknowledges that BirdWatch Ireland shall not be responsible for any costs incurred in the preparation of its Tender or any associated work effort, howsoever arising.
5. Acknowledges that the essence of the public procurement process is that BirdWatch Ireland shall receive bona fide competitive tenders from all Tenderers. In recognition of this principle, the Tenderer certifies that this is a bona fide tender, intended to be competitive, and that it has not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other Tenderer. The Tenderer is aware of the prohibitions contained in Article 101 of the Treaty on the Functioning of the European Union (TFEU) and the Competition Act 2002.

Dated this _____ day of _____2026

Signature: _____

Print Name: _____

Address: _____

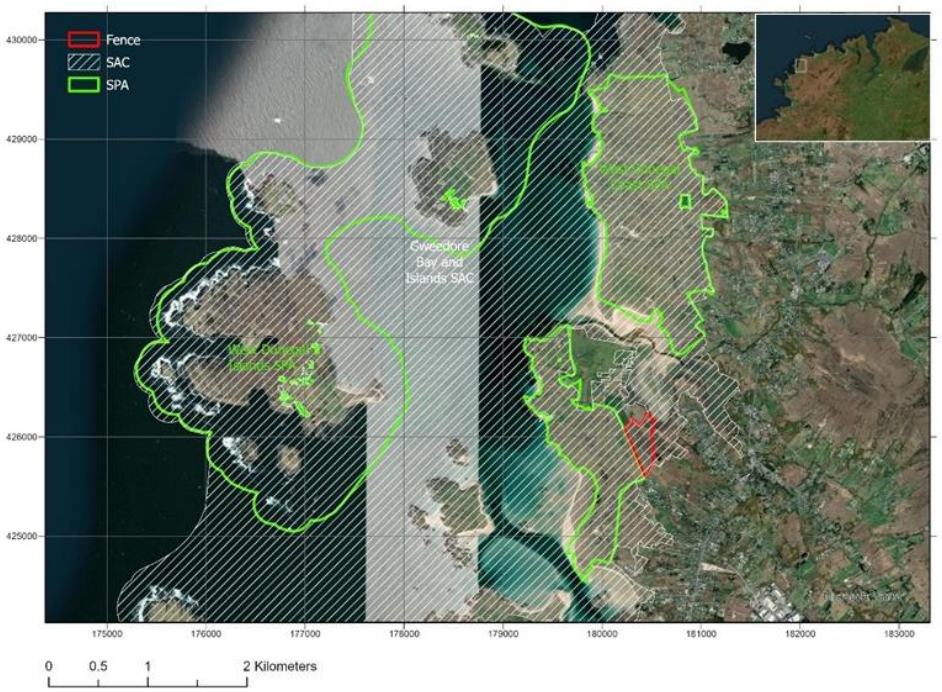
Contact No: _____

CHECKLIST FOR APPLICANTS:

INCLUDE ALL THE FOLLOWING: -

1	Company name, registered company address and VAT registration number.
2	Name of Project Manager and demonstration of three years' experience in fence construction which includes evidence of working on a designated site.
3	Specification of plant confirming it will be (< 5 PSI) vehicle tyres/tracks.
4	Certificate of Insurance cover
5	Price
6	Method Statement
7	Signed Tender Application Form

Appendix 1: Site Location



Location of fence showing relevant designated sites



Fence site at Magheragallon

Appendix 2: Draft contract

IRISH WILDBIRD CONSERVANCY TRADING AS BIRDWATCH IRELAND

AND

_____

CONTRACT

BirdWatchIreland
protecting birds and biodiversity

THIS AGREEMENT is dated xx/xx/xxxx.

PARTIES:

(1) **IRISH WILDBIRD CONSERVANCY TRADING AS BIRDWATCH IRELAND** a limited liability company incorporated in Ireland registered no. 116468, whose registered office is at Unit 20, Block D, Bullford Business Campus, Kilcoole, Co. Wicklow (the **"Company"**); and

(2) _____ (the "Contractor").

BACKGROUND:

(A) The Contractor is engaged in the business of offering services in management of fencing and has skill and experience in that field.

(B) In reliance upon that skill knowledge and experience the Company wishes to engage the Contractor to provide certain services and the Contractor has agreed to accept the engagement on the terms and conditions of this Agreement.

TERMS:

The parties agree as follows:

1. APPOINTMENT

The Company appoints the Contractor to perform services as set out in Schedule 1 in the manner provided for in this Agreement and the Contractor accepts such appointment and undertakes with the Company to devote such time, attention and skill to his duties under this Agreement as may be reasonably required to bring the same to a successful conclusion in every case.

2. TERM

Work is to be completed during the period between December 2026 and March 2027. In the case of force majeure, this may be extended to the 30th of September 2027 (all work will have to cease from 15th March 2027 until 31st August 2027 to avoid disturbance to breeding birds).

3. DUTIES

During the term of this Agreement, the Contractor shall:

3.1. provide such services (the **"Services"**) exclusively to the Company (or its subsidiary or associated companies) as are set out in Schedule 1 or which may otherwise be agreed between the Contractor and the Board of Directors of the Company (the **"Board"**) from time to time; and

3.2. in the performance of Services, observe and comply with all resolutions, regulations and directions from time to time made or given by the Board or its nominee.

3.3. carry out all their duties with the health and safety of themselves and others as a first consideration. They must comply with all national health and safety recommendations and follow all safety directions and instructions from BirdWatch Ireland. Non-compliance with safety instructions may result in summary termination of this agreement.

4. FEES / EXPENSES

4.1. In consideration of the performance of the Services and of the acceptance by the Contractor of the restrictions and covenants set out in this Agreement, the Company shall pay €xx

4.2. Schedule of payments

Stage	Payment
Signing of contract	25%
50% fence completion	25%
Fence substantially complete	40%
Final snagging and sign off	10%

4.3. Payment will be made on submission of invoices and inspection of work to the satisfaction of BirdWatch Ireland.

4.4. The dates given above are estimates; the contractor undertakes to advise BirdWatch Ireland if the invoice date is likely to be subject to change of greater than one week.

4.5. Invoices will be paid within 30 days of receipt. All payments will be made in euro.

4.6. The Contractor shall be responsible for his own taxation affairs and for making payment of all or any taxation due in respect of the monies payable pursuant to this Clause 4.

5. CONFIDENTIALITY

5.1. The Contractor shall not, except as authorised in writing by the Company, disclose, publish or otherwise reveal to any person, persons or companies any of the information, software, results, trade secrets, secret or confidential operations, processes, information or dealings of any kind arising from the performance of the Services or relating to the Company or its business, finances, transactions or affairs which may come to the Contractor's knowledge during the term of this Agreement (**"Confidential Information"**). The Contractor shall keep with complete secrecy for disclosure only to the Company all Confidential Information entrusted to or howsoever obtained by [him/her]. The Contractor shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company. This restriction shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which shall have come within the public domain.

5.2. The Contractor shall not during the term of this Agreement make or permit to be made otherwise than for the benefit of the Company any notes or memoranda relating to any matter within the scope of the Services or otherwise within the scope of the business of the Company or concerning any of the dealings or affairs of the Company and nor shall the Contractor either during the term of this Agreement or thereafter use or permit to be used any such notes or memoranda otherwise than for the benefit of the Company.

6. INDEMNITIES

6.1 The Contractor agrees to indemnify and keep indemnified the Company against all losses, costs, demands, damages actions expenses and claims howsoever incurred by the Company relating to the taxation treatment of the payments made pursuant to Clause 4; and as a result of the breach by the Contractor of any of the provisions of Clauses 5.

6.2 The contractor shall be responsible for arranging his/her own suitable public liability insurance cover, to cover any liabilities which may arise during his/her performance of his/her duties under this contract.

6.3 The contractor is responsible for providing all equipment required to carry out their duties and to insure the equipment adequately for the arduous conditions it will be expected to cope with. BirdWatch Ireland will not be liable for damage to or loss of any equipment, nor will BirdWatch Ireland be liable for depreciation of such equipment.

7. TERMINATION

7.1. Either party shall be entitled to terminate this Agreement on immediate written notice to the other party if either party shall be in material breach of any of the provisions of this Agreement or at any time be guilty of dishonesty or incompetence or any misconduct or wilful neglect in the performance of the Services.

8. GENERAL

8.1. Notices: Any notice or other communication whether required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been duly given if delivered by hand to the addressee or sent by registered post to the addressee at the address set out for such party in this Agreement (or such other address as such party may from time to time designate in writing to the other party in accordance with the provisions of this Clause). Any such notice shall be deemed to have been duly given if delivered, at the time of delivery, if sent by registered post, forty eight hours after posting.

8.2. Relationship of the Parties: In this Agreement, nothing shall be deemed to make the Contractor an employee of the Company, or make any party an agent for any other party, for any purpose whatsoever.

8.3. Severability: If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable; or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

8.4. Further Assurance: Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

8.5. Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

8.6. Statutory obligations of the contractor: The Contractor agrees and confirms compliance with the legislation outlined in the table below, or the equivalent legislation in the Contractor's country of establishment/operation:

Statutory Obligation	**Contractor compliance**
Employment Equality Acts 1998-2011	✓
Equal Status Acts 2000-2011	✓
National Minimum Wage Act 2000 as amended	✓

Organisation of Working Time Act 1997 as amended	✓
Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007	✓
Disability Act 2005	✓

EXECUTED by the parties:

SIGNED

_____ Date_____

For BirdWatch Ireland

_____ Date_____

For Contractor