Request for Tenders

Department of Housing, Local Government and Heritage

Clearance of *Rhododendron ponticum* and Cotoneaster eradication

Plots:

1. RMZ 002 Gortderraree 12.6

Killarney National Park,
Muckross Road
Killarney
Co.Kerry

6/11/2026

Table of Contents

1. Introduction 3
2. Scope of the Project 6
3. Tender Submission 7
4. Tenders 10
5. Contract 11
Appendix 1: Requirements and Approved Methodologies 16
Appendix 2: Pricing Schedule 19
Appendix 3: Requirements 20
Appendix 4: 2004/18/EC 22
Appendix 5: Maps 23

1. Introduction

1.1 Killarney National Park

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

In summary, the works comprise *Rhododendron ponticum* (hereafter referred to as Rhododendron) and Cotoneaster eradication within a plot at Killarney National Park. See maps in Appendix 5 and Appendix 6 for a photograph of a Cotoneaster bush.

Killarney National Park, Co. Kerry, it covers approximately 10,000 hectares with a range of habitats with old oak woodland being the dominant forest type. It is designated as a Special Area of Conservation with the Qualifying Interests of the following:

- Oligotrophic waters containing very few minerals of sandy plains (Littorelletalia uniflorae) [3110]
- Oligotrophic to mesotrophic standing waters with vegetation of the Littorelletea uniflorae and/or Isoeto-Nanojuncetea [3130]
- Water courses of plain to montane levels with the Ranunculion fluitantis and Callitricho-Batrachion vegetation [3260]
- Northern Atlantic wet heaths with Erica tetralix [4010]
- European dry heaths [4030]
- Alpine and Boreal heaths [4060]
- Juniperus communis formations on heaths or calcareous grasslands [5130]
- Calaminarian grasslands of the Violetalia calaminariae [6130]
- Molinia meadows on calcareous, peaty or clayey-silt-laden soils (Molinion caeruleae) [6410]
- Blanket bogs (* if active bog) [7130]
- Depressions on peat substrates of the Rhynchosporion [7150]
- Old sessile oak woods with Ilex and Blechnum in the British Isles [91A0]
- Alluvial forests with Alnus glutinosa and Fraxinus excelsior (Alno-Padion, Alnion incanae, Salicion albae) [91E0]
- Taxus baccata woods of the British Isles [91J0]
- Geomalacus maculosus (Kerry Slug) [1024]
- Margaritifera margaritifera (Freshwater Pearl Mussel) [1029]
- Euphydryas aurinia (Marsh Fritillary) [1065]
- Petromyzon marinus (Sea Lamprey) [1095]
- Lampetra planeri (Brook Lamprey) [1096]

- Lampetra fluviatilis (River Lamprey) [1099]
- Salmo salar (Salmon) [1106]
- Rhinolophus hipposideros (Lesser Horseshoe Bat) [1303]
- Lutra lutra (Otter) [1355]
- Najas flexilis (Slender Naiad) [1833]
- Alosa fallax killarnensis (Killarney Shad) [5046]
- Vandenboschia speciosa (Killarney Fern) [6985]

Rhododendron control has been occurring in the National Park for many years and the current control project consisting of Gortderraree and Looscaunagh, the subject of this RFT, is to deal with the clearance of these areas. The habitats present in Gortderraree comprises of a sloped section of upland heath and blanket bog, with small streams running through oak woodlands towards the southwest. The habitats present in Looscaunagh is primarily comprised of conifer plantation. There is some blanket bog and some small oak woodlands on rocky outcrops. Treatment of the mature Rhododendron here is to reduce overall seed blown into Killarney NP. Cotoneaster bushes are thinly scattered and localised.

1.2 Project Aims

There are two aims of the current control project within Plot

1. To definitively eradicate all Rhododendron and Cotoneaster from Plot using the approved methodology outlined within this document, as outlined below and in Appendix 1.

Rhododendron and Cotoneaster:

- **Plants less than 20cm in height:** For plants with a stem diameter of less than 2cm the stem can be broken at the base ensuring that the stem is not fully severed and a 14% solution of glyphosate can be then applied to the broken area.

- **Plants more than 20cm in height:** For plants with a stem diameter of less than 2cm the stem can be broken at the base ensuring that the stem is not fully severed and a 14% solution of glyphosate can be then applied to the broken area. For plants greater than 2cm, cut a notch with a hatchet and/or chainsaw from two sides of each stem and apply a solution of 14% herbicide. Note, larger stems may require more than 2 notches.

- **Single Plants with a Multitude of Stems:** A chainsaw can be used to tip and score the base of each stem on the plant. 14% solution of glyphosate can be then applied to the broken area.

- **Large single stem plants/Low number of stems of all sizes:** A chainsaw can be used to make scoring cuts to the sides of the plants and plunge cuts to the centre of the plants to treat each individual stem. A drill or a hatchet can also be used to make a series of holes/cuts around the circumference of the base of the plant at about every 7 centimetres. 14% solution of glyphosate can be then applied to the broken area. 10% solution of glyphosate can be then applied to the broken area.

- **Multi-stemmed plants resulting from regrowth from fires or regrowth from previously cut down stumps without treatment:** With small accessible stems it is often easy to knock off the regrowth at the stump of the plant and treat the cut area. 10% solution of glyphosate can be then applied to the cut area.

- **Rhododendron Seed Capsules:** All seed capsules will be broken off rhododendron plants by contractors;

- **Retreatment and Regrowth:** While it may take as long as up to 7 months for the herbicide to take full effect and for the plants to fully die, inspections by the NPWS supervising officer will take place of the contract area to ensure correct methodologies were applied by visual inspection of treated plants. Where following visual inspection it is deemed by the Contracting Authority, or by one of its designated officers, that the rhododendron and cotoneaster plants in the area have not all been eradicated (see full requirements and methodologies in Appendix 1) that any rhododendron and cotoneaster plants not killed during the period of contract must be effectively retreated within six months. This must be completed by the contractor to the full satisfaction of the Contracting Authority, or its designated officer, prior to full and final payment on the contract (schedule of costs and payment).

General:

- **No Foliar Spraying**: No foliar spraying is permitted in this contract

- Contractor Materials: All materials belonging to contractors must be removed from site.

- All works shall be carried out in a systematic way.

2. Scope of the Project

2.1 Description of the Project

The Contracting Authority is inviting tenders for the eradication/treatment of rhododendron and cotoneaster in Killarney National Park managed by National Parks and Wildlife Service.

The site is ecologically sensitive so the rhododendron and cotoneaster removal must take this into account and this is outlined in the **requirements document/ methodology** to show how this will be achieved (see Appendix 1)

2.2 Timetable

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

Requirement	Deadline
Site Visits	**17th of November 10 to 4**
Date and Time for Receipt of Completed Tenders	**23rd of November 2026** @15.00
Proposed Award of Contract	**30th of November 2026**
Proposed Date for Project Start	**2nd Of December**
Proposed Date for Project Completion and Final Invoice (excl. Retention)	**20th of January 2026**

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.

The contract is for the following Plots:

1. RMZ 002 Gortderraree 12.6 Ha

The following information must be furnished: See Appendix 3

- The number of people that will be involved in your Work crew.
- 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.
- Tenderers must state that they have the requisite resources available to complete the contract within the required timeframe (Section 2.2. Timeframe).

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 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 for Plot:

(See enclosed maps at **Appendix 5** for the Plot location)

- 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.

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

It is a requirement of submitting a tender that in order to estimate the correct number or work hours accurately it will take to complete this contract that **Tenderers will visit the site**. There are many variables that will influence progress on the eradication including site terrain, density of rhododendron and cotoneaster on site, density of other vegetation on site i.e. heather, weather conditions, and quality and experience of the personnel providing the works. Tenderers are strongly advised that a site visit should be conducted in order for tenderers to familiarise themselves with the exact location, terrain and degree of infestation at the site.

The Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. **A site visit to view the Contracting Authority's premises or facilities shall be organised between 15th of November between the**

hours of 10.00 a.m. and 16.00 p.m. Tenderers wishing to make an appointment to avail of this opportunity must **confirm their attendance by contacting Mary.Sheehan@npws.gov.ie by email at to arrange a meeting.** Attendance at the Contracting Authority's premises will be subject to compliance with local security and health and safety arrangements.

3.9 Other information

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

3.10 Query handling

Any queries should be submitted by close of business (5pm) on 20th of November via e-tender messaging platform. It is envisaged questions received after this time will not be responded to. Responses will be emailed to all parties in the tender process.

3.11 Closing date for receipt of tenders

The closing date for receipt of tenders is 23rd November 2026: 15:00. Only submissions received on e-tenders will be considered.

4. Tenders

4.1 Tender Examination

Tenders will be examined initially by reference to the following:

Completeness of proposals and tender documentation as specified in Sections 2 and 3

(a) Ability of the tender to meet all the requirements specified in Section 2 of this document
(b) Site visit conducted.
(c) Fully costed all-in proposal
(d) Each plot must be tendered

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

4.2 Award Criteria

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

- The management and service structure proposed including on-site presence, and the expertise and skills of assigned personnel in providing the type of works described in Appendix I, including total numbers available to the proposed Lott, and as per section 3.1 above *(35 marks)*
- Any experience held by tenderers of delivering similar contracts within time frame allocated within the RFT and on budget (35 marks)
- Price – See Appendix 2 *(30 marks)*.
- 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. Limit of two plots per successful tenderer.

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 registable 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 'registable 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

Tenderers are referred to www.revenue.ie for further information. Prior to the award

[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.

of any Works contract arising out of this competition the successful Tendered shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their status by the Contracting Authority. By supplying these numbers the successful tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online[2].

5.9 Consortia and Prime / Suncontractors

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

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

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

5.10 Liability for Costs

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

5.11 Response Evaluation

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

5.12 Company Safety Statement

The successful tenderer will be required to produce a Company Safety Statement. Tenderers are required to have a written policy statement including adequate

[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.

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 tenders, abnormally high of 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: Requirements and Approved Methodologies

Required Approved Methodology

Requirement Number 1 and Methodology to be Used:

• The only herbicide to be used is glyphosate.

Methodology to be used:

• Stem treatment will be the method used in this contract whereby a 14% solution of glyphosate (6 parts water 1 part glyphosate) will be applied to the cut or broken stem of the Rhododendron or Cotoneaster plant. Due to the time of year that this contract will come into the effect the plants will be in a state of semi-dormancy and as such it may take as long as up to 7months for the herbicide to take full effect and for the plants to fully die, however it will be possible to inspect the contract area to ensure correct methodologies were applied by visual inspection of treated plants.

Requirement Number 2:

• Plants less than 20cm in height: Plants must be stem treated

Requirement Number 3 (see also Methodology Used below):

• Plants greater than 20cm in height:

For plants with a stem diameter of less than 2cm the stem can be broken at the base ensuring that the stem is not fully severed and a 14% solution of glyphosate can be then applied to the broken area. For plants greater than 2cm, cut a notch with a hatchet and/or chainsaw from two sides of each stem and apply a solution of 14% herbicide. Note, larger stems may require more than 2 notches.

• Single Plants with a Multitude of Stems:

A chainsaw can be used to tip and score the base of each stem on the plant. 14% solution of glyphosate can be then applied to the broken area.

• Large single stem plants/Low number of stems of all sizes:

A chainsaw can be used to make scoring cuts to the sides of the plants and plunge cuts to the centre of the plants to treat each individual stem. A drill or a hatchet can also be used to make a series of holes/cuts around the circumference of the base of the plant at about every 7 centimetres. 14% solution of glyphosate can be then applied to the broken area. 10% solution of glyphosate can be then applied to the broken area.

• Multi-stemmed plants resulting from regrowth from fires or regrowth from previously cut down stumps without treatment:

With small accessible stems it is often easy to knock off the regrowth at the stump of the plant and treat the cut area. 10% solution of glyphosate can be then applied to the cut area.

Requirement Number 4 (see also Methodology Used above):

• All seed capsules will be broken off the rhododendron plants by contractors.

Requirement Number 5:

• The area indicated as Plot: on the attached Maps with the Tender documentation to be carefully and systematically searched for rhododendron and cotoneaster plants.

Requirement Number 6:

• No Foliar spraying is permitted as part of this contract.

Requirement Number 7:

• All material belonging to the contractors must be removed from the site.

Requirement Number 8:

• A record of the total amount of herbicide used and the dilution rates must be supplied to the NPWS supervising officer on completion of the contract.

Requirement Number 9:

• All involved in the treatment of Rhododendron or Cotoneaster plant must be able to distinguish between Rhododendron, Cotoneaster and other plants. Please consult with Conservation Rangers before any work commences.

Requirement Number 10:

• Any rhododendron and cotoneaster plants not killed during the period of contract must be effectively retreated within six to 12 months, as agreed with the Contracting Authority.

Requirement Number 11:

• The NPWS supervising officer or his representative may instruct the contractor to carry out the works in a particular order and/or to defer works for the period for reasons of conservation or safety.

Requirement Number 12:

• Great care must be taken to ensure that all empty herbicides containers are removed from the site in line with standard safety procedures.

Requirement Number 13:

• All Rhododendron and Cotoneaster plants to be treated using the appropriate method as per the requirements and methodologies as set of in Appendix 1 of this document.

Requirement Number 14:

• Both plots include a number of important plant species. Great care must be taken when working on this site due to the presence of the strawberry tree/Arbutus tree *Arbutus unedo* as it can be easily confused with *Rhododendron ponticum*. Please consult with Conservation Rangers before any work commences.

Requirement Number 15:

• Great care must be taken when treating plants in close proximity to watercourses. Treatment methods must ensure protection of the watercourses, as there are a number of protected species associated with this area. Please ensure to contact Conservation Rangers before work commences.

Appendix 2: Pricing Schedule

Plot 1 :_____ (Name of Plot)

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

I/We the undersigned agree to provide Rhododendron and Cotoneaster Eradication works/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 RHODODENDRON And COTONEASTER ERADICATION WORKS EXCLUSIVE OF VAT:

TABLE 1 – FULL AND FINAL TOTAL FIXED PRICE FOR RHODODENDRON *AND COTONEASTER ERADICATION* WORKS

(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., chainsaw/first aid)**	
Experience of delivering similar contracts within time and on budget: **(please include brief description of contract(s) and any relevant information on timeframe and budgetary targets)**	

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

Signed by: _____

Name (Capital letters):_____

Date: _____

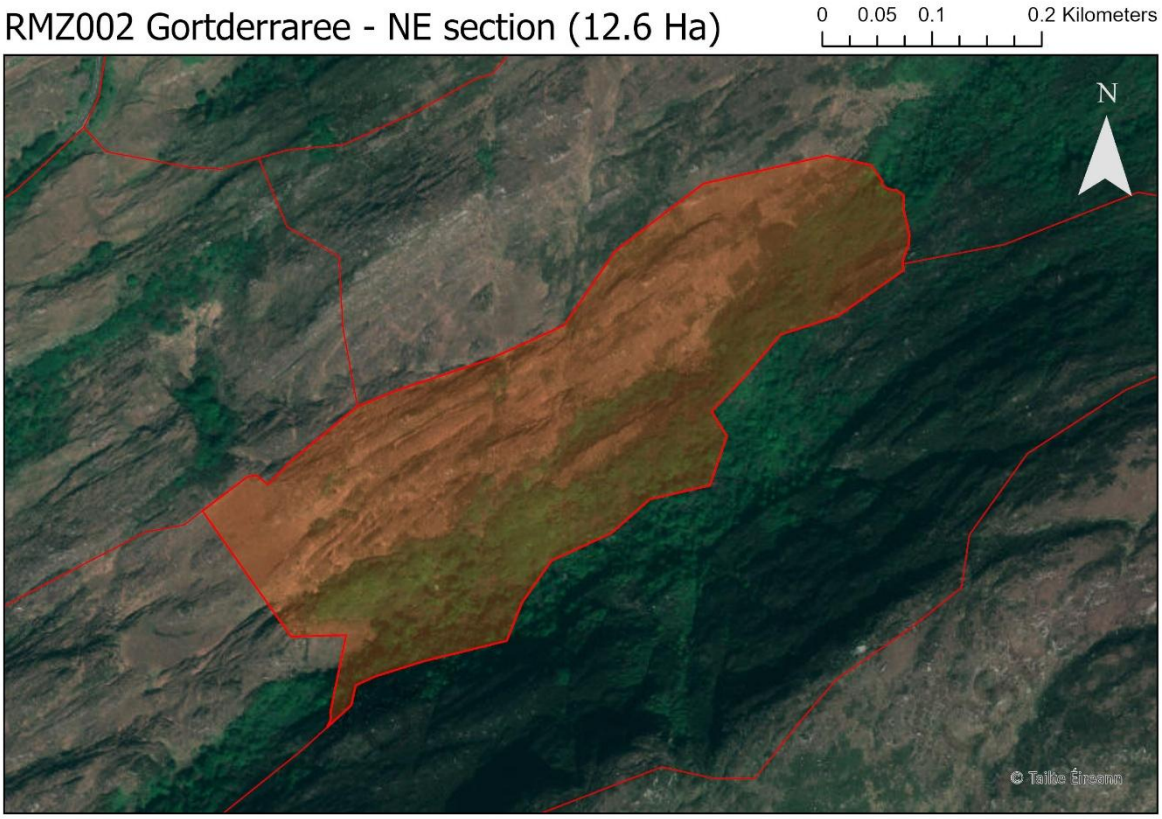
Appendix 4: 2004/18/EC

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

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

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

Appendix 5: Maps



Appendix 6: Photograph of Cotoneaster Bush

