

# PeacePlus Nature

## Specification for Predator Contract Services

### Background

Established in 1968, BirdWatch Ireland is the largest independent conservation organisation in Ireland with 15,000 members and 25 active branches at the county level. Our aim is the conservation of wild birds and their natural habitats and other biodiversity. Our mission, as set out in our Strategic Plan 2024- 2030, is to be a strong and influential leader for nature conservation in Ireland, one that takes action based on the latest scientific data and supports and inspires people to get involved in environmental protection. We undertake bird surveys and monitoring, direct conservation action, engage in research and formulate and advocate policies related to the protection and management of birds and biodiversity. We also conduct important education work, manage nature reserves, and raise wider awareness of nature conservation in Ireland.

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 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 Plan, which aims to protect and restore breeding wader populations in an NRN which comprises 35 sites, mostly 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.

### Predator Contract Services

The successful tenderer will work closely with the existing Conservation Keeper and Project Manager to focus their efforts, with the aim of retaining and, if possible, growing populations of breeding waders at sites within the network, which are deemed to be a priority. The Services are expected to be required on a seasonal basis for up to 5 months (approximately 21 weeks) per annum during the contract term. The actual duration and timing of services in each year shall be as agreed between the parties.

The successful tenderer will undertake/assist with the following tasks (in the framework of the agreed contract):-



1. Strategic and systematic control of unprotected predators in the area of Donegal deemed to be a priority in each year.
2. This will entail the legal control and humane dispatching of predators, namely Red Fox, American Mink, Hooded Crow and Magpie within an agreed buffer of the chosen site(s).
3. Maintaining a log and recording relevant information on keeping activities. This will include using Apps in the field to accurately record all activity.
4. Assist the Conservation Project Manager and Conservation Keeper in the erecting and ongoing monitoring and maintenance of predator proof fences.
5. Provide additional support in delivering habitat management works as required.

### **Dates of operation**

This contract will be in place annually commencing in June 2026 until 31 July 2029, when the project finishes. The main contract period for each year will be agreed annually with the successful tenderer.

The maximum price that BirdWatch Ireland has for this contract is €100,014 (inclusive of VAT) or €88,118 (exclusive VAT), VAT rate of 13.5 percent. We would expect a minimum of 252 7-hour shifts, delivered as an average of three 7-hour shifts per week for 21 weeks per year.

### **Response to Tender**

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@birdwatcireland.ie](mailto:dmoloney@birdwatcireland.ie)

The closing date is the **17<sup>th</sup> of May 2026**.



## SELECTION CRITERIA (PASS/FAIL)

Selection Criteria	Pass / Fail
Date tender received	
Insurance	
Firearms	

### Date tender received

The bidder must submit their tender by the closing date stipulated above.

### Insurance

The bidder must hold appropriate public liability insurance cover (minimum €2.6 million).

### Firearms

The bidder must be licenced for a minimum of a: centrefire rifle, rimfire rifle and a shotgun. Confirmation of this will be a requirement before a contract is issued.

## AWARD CRITERIA

Responses will be assessed on the following award criteria and weightings:

1. Total cost for the provision of the service (plus VAT) - **40%**
2. Relevant experience and technical expertise working on predator control services - **60%**

### Relevant experience and technical expertise

The bidder must demonstrate experience of delivering at least two comparable contracts to control of Red Fox, American Mink, Hooded Crow and Magpie within the last five years (this can include successive contracts for the same client).

Please include:

- Description of works – including predator species controlled
- Contract value (approximate)
- Dates of work

## RIGHTS RESERVED BY THE CONTRACTING AUTHORITY

### **Reservation of Rights**

The Contracting Authority reserves the right, in accordance with applicable public procurement law and without incurring any liability to Tenderers, to:



- (a) accept or reject any Tender, in whole or in part;
- (b) cancel, suspend, or withdraw this procurement procedure at any stage;
- (c) refrain from awarding any contract arising from this Call for Tender; and/or
- (d) request clarification or additional information from any Tenderer in order to support the evaluation process.

Nothing in this Call for Tender shall be construed as an obligation on the Contracting Authority to award a contract or enter into contractual arrangements with any Tenderer. Participation in this procurement process does not confer any right to compensation or reimbursement of costs incurred in the preparation of a Tender, except where expressly provided for in the Tender Documents.

### **Funding Contingency**

Any contract award arising from this procurement process is strictly subject to the availability, confirmation, and continued allocation of project funding under the relevant programme. Accordingly:

- (a) the Contracting Authority shall not be obliged to conclude a contract with any successful Tenderer unless and until the necessary funding has been confirmed and remains available;
- (b) where funding is reduced, withdrawn, not approved, or otherwise becomes unavailable, the Contracting Authority reserves the right to cancel the procurement process or to refrain from proceeding to contract award; and
- (c) the Contracting Authority shall not be liable for any costs, expenses, or losses incurred by Tenderers arising from such cancellation, suspension, or non-award.

Tenderers are deemed to acknowledge and accept that continuation of this procurement process and any subsequent contract award are conditional upon the availability and confirmation of funding.



## APPENDIX 1

### Tender Response Document

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To: BirdWatch Ireland from (*Name of Tenderer*):

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### PASS/FAIL CRITERIA

1. Public Liability Insurance (PLI)

Agree to provide evidence of PLI (minimum €2.6 million) Y / N

2. Firearms

Agree to provide evidence of a minimum of a centrefire rifle, rimfire rifle and a shotgun Y / N

### AWARD CRITERIA

1. **Total cost for the provision of the service (plus VAT)**

I/We have reviewed the Invitation to undertake maintenance on the predator control services described above 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:

Total cost estimate for 252 7-hour shifts delivered over a period of 21 weeks per year for 4 years.

Cost	Price in Euro (€)
Full Rate (exclusive of VAT)	
VAT (13.5%)	
<b>Total</b>	

**2. Relevant experience and technical expertise working on predator control services**

Experience of delivering at least two specialist predator control service contracts within the last five years.

Please include:

- Description of predator control works
- Contract value (approximate)
- Dates of work

**The tenderer: -**

1. Agrees to keep and adhere to the submitted price until the end of the PeacePlus Nature project (31 July 2029).
2. Has read and confirms its acceptance of the Instructions to Tenders.
3. Has read and confirms its acceptance of the Rights Reserved by the Contracting Authority.
4. Agrees to treat the details of this offer, together with any subsequent correspondence or contract, as private and confidential.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2026**

**Signature:**

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact No:** \_\_\_\_\_



## APPENDIX 2: DRAFT CONTRACT

### IRISH WILDBIRD CONSERVANCY TRADING AS BIRDWATCH IRELAND AND

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**XXXXXXX**

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### CONTRACT FOR THE PROVISION OF PREDATOR CONTRACT SERVICES

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**THIS AGREEMENT** is dated XX/XX/2026

**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 the 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 the 27<sup>th</sup> of April 2026 and the 29<sup>th</sup> of July 2029. In the case of force majeure, this may be extended.

**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 a maximum of €100,014.00 during the Term of this contract.
- 4.2. Payment will be made on submission of invoices and inspection of work to the satisfaction of BirdWatch Ireland.
- 4.3. Invoices will be paid within 30 days of receipt. All payments will be made in euros.
- 4.4. 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**

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:

- 6.1. relating to the taxation treatment of the payments made pursuant to Clause 4; and
- 6.2. as a result of the breach by the Contractor of any of the provisions of Clauses 5.
- 6.3. 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.
- 6.4. 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.



- 6.5. The Contractor shall be solely responsible for ensuring that it complies with all applicable health and safety laws, regulations, and standards. The Supplier shall implement and maintain appropriate health and safety policies, procedures, and risk assessments relevant to its activities.

The contractor acknowledges that it is responsible for the health, safety, and welfare of its employees, agents, subcontractors, and any other persons under its control. The Supplier shall ensure that all such persons are adequately trained, supervised, and equipped to carry out the services safely.

The Contractor shall indemnify and hold harmless the Client from and against any liability, loss, damage, or expense arising from any breach of the Supplier's health and safety obligations under this clause.

## 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.

## Schedule 1: SERVICES

The Contractor shall carry out the following works:

1. Strategic and systematic control of unprotected predators in the area of Donegal deemed to be a priority each year.
2. This will entail the legal control and humane dispatching of predators, namely Red Fox, American Mink, Hooded Crow and Magpie within an agreed buffer of the chosen site(s).
3. Maintaining a log and recording relevant information on keeping activities. This will include using Apps in the field to accurately record all activity.
4. Assist the Conservation Project Manager and Conservation Keeper in the erecting and ongoing monitoring and maintenance of predator proof fences.
5. Provide additional support in delivering habitat management works as required.

**EXECUTED** by the parties on the date appearing at the top of page 2.

**SIGNED**

\_\_\_\_\_ Date \_\_\_\_\_

Dr Andrew Kelly, Chief Executive Officer

\_\_\_\_\_ Date \_\_\_\_\_

xxx, Predator Services Contractor

