



**Comhairle Contae
Dhún na nGall**

Donegal County Council

**Marine Services with respect to supply,
installation and servicing of navigation aids in
Donegal Bay**

2026

Instructions To Tenderers

Confidential

All the information contained in these documents is given on the basis of strict confidentiality and must not be disclosed to any other party without the prior consent and authority, in writing, of Ms Breda Bows, Donegal Co. Council. Prior consent is not required where information is disclosed on an "In Confidence" basis to those who have a legitimate need to know or whom are needed to be consulted for the purpose of preparing their responses.

Section 1: Background

1.1 Donegal Co. Council invites tenders ("Tenders") to this request for tenders ("RFT") for the provision of the services as described in Appendices 1 to 6 of this RFT (the "Services").

1.2 In summary, the Services comprise:

- Provision of new Aids to Navigation and servicing of existing Aids to Navigation

Section 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, Donegal Co. Council does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 Donegal Co. Council does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Contract or Engagement. No contractual rights in relation to Donegal Co. Council will exist unless and until a formal written agreement has been executed by or on behalf of the Donegal Co. Council. Any notification of preferred bidder status by Donegal Co. Council shall not give rise to any enforceable rights by the Tenderer. Donegal CO. Council may cancel this Competition at any time prior to a formal agreement being executed.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between Donegal CO. Council and Tenderers. Tenderers should place no reliance on such previous documentation and correspondence.

2.2 TENDER SUBMISSION REQUIREMENTS

- 2.2.1 Tenders must be received not later than 15th September 2026 at 17:00 hrs via the eTenders website www.etenders.gov.ie. Tenders that are received late WILL NOT be considered in this Competition.
- 2.2.2 Tenders must be submitted in English.
- 2.2.3 All Tenders submitted must be compiled such that they can be read immediately using a MS Office package or PDF. Donegal Co. Council is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.3 QUERIES AND CLARIFICATIONS

- 2.3.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will not be accepted after 8th September 2026 at 17:00 hrs unless otherwise published by Donegal Co. Council. For the avoidance of doubt, Tenderers may not contact Donegal Co. Council directly regarding any aspect of this Competition.
- 2.3.2 All responses to queries will be issued by Donegal Co. Council via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated.
- 2.3.3 Donegal Co. Council reserves the right to issue or seek written clarifications.
- 2.3.4 Donegal Co. Council reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.3.5 Donegal Co. Council reserves the right to publish responses to queries to all interested parties.

2.4 TENDERING COSTS

- 2.4.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits and/or presentations shall be borne by the Tenderers exclusively.

2.5 CONFIDENTIALITY

2.5.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by Donegal Co. Council to Tenderers during the course of this Competition:

- (a) are furnished for the sole purpose of replying to this RFT only;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of Donegal Co. Council;
- (c) shall be treated as confidential by the Tenderer and by any third parties engaged or consulted by the Tenderer; and
- (d) must be returned immediately to Donegal Co. Council upon cancellation or completion of this Competition if so requested by Donegal Co. Council.

2.5.2 Tenderers shall take reasonable steps to ensure that information contained in their Tender response which it considers confidential are appropriately marked.

2.6 COSTS

2.6.1 All costs quoted must be all-inclusive (i.e. including but not being limited to travel, accommodation, subsistence, shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.6.2 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.

2.7 TAX CLEARANCE

It will be a condition of any Engagement pursuant to this Competition that the successful Tenderer(s) shall, for the term of such engagement(s), comply with all applicable EU and domestic tax laws including but not limited to Circular 43/2006 issued by the Department of Finance (Tax Clearance procedures). Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Engagement 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 tax status by Donegal Co. Council. By supplying these numbers, the successful

Tenderer acknowledges and agrees that Donegal Co. Council has the permission of the successful Tenderer to verify its tax cleared position online.

2.8 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, or individual employee(s) or agent(s) of a Tenderer must be fully disclosed to Donegal Co. Council as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, Donegal Co. Council may invite Tenderers to propose means by which the conflict of interest might be removed. Donegal Co. Council will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Contract entered into by a Tenderer.

2.9 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify Donegal Co. Council immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

Section 3: Qualification Criteria

3.1 All Tenderers must demonstrate that they can meet the following requirements and must be able to furnish the following documentation when requested.

Tenderers must state either Yes or No for this qualification criteria.

Sections of the following criteria that are left blank will be deemed as No. Those Tenderers that state NO to any of the qualification criteria will be eliminated from the competition.

Criteria	Description	Minimum Rule
A. Tax Clearance Certificate	Please provide a Valid Tax Clearance. Tenderers do not need to have this certificate in place when submitting a tender but will need to confirm that they are in a position to obtain the certificate should they be awarded the contract.	Yes/No
B. Public Liability Insurance	Minimum €6,500,000. Note that the policy must be for the full policy limit of €6,500,000 – no inner limit reduction permitted. Tenderers do not need to have this insurance in place when submitting a tender but will need to confirm that they are in a position to obtain this insurance should they be awarded the contract. Refer to Appendix 10 for self-declaration.	Yes/No
C. Employers Liability Insurance	Minimum €13,000,000. Tenderers do not need to have this insurance in place when submitting a tender but will need to confirm that they are in a position to obtain this insurance should they be awarded the contract. Refer to Appendix 10 for self-declaration.	Yes/No
E. Health & Safety	Tenderers must have a current health and safety statement pursuant to Section 20 of the Safety, Health and Welfare at Work Act, 2005 as amended. Tenderers do not need to have this statement in place when submitting a tender but should produce this statement should they be awarded the contract.	Yes/No
F. References	Please provide 3 references with the information as outlined below	Yes/No

G. Suitability of vessels	The following certification must be provided with your response for vessels proposed to carry out the work: • Department of Transport passenger licence	Yes/No
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Tenderers are required to demonstrate they have an acceptable level of experience in delivering previous contracts of a similar nature - at least two instances from the last 3 years should be provided using the following format:

REFERENCE No. 1

Client Name	
Reference Contact Name: Role: E-Mail Address: Phone No:	
Description of the services provided	
Describe the relevance of this example to the current requirement.	
Duration of Contract	
Approx. Contract Value (€)	

REFERENCE No. 2

Client Name	
Reference Contact details Name: Role: E-Mail Address: Phone No:	
Description of the services provided	
Describe the relevance of this example to the current requirement.	
Duration of Contract	
Approx. Contract Value (€)	

REFERENCE No. 3

Client Name	
Reference Contact Name: Role: E-Mail Address: Phone No:	
Description of the services provided	
Describe the relevance of this example to the current requirement.	
Duration of Contract	
Approx. Contract Value (€)	

Section 4: Award Criteria

4.1 The contract will be awarded to the most economically advantageous tender, established by applying the award criterion listed in table below, to qualifying tenders.

	Awarding Criteria	Weighting
1.	Cost	100%
	Total	100%

Section 5: Services Required

5.1 The Contractor shall provide the following specific services to Donegal Co. Council in relation to the schedule of Buoys and Beacons as detailed under Appendices 1 to 5.

- i. The contractor shall maintain, service and refurbish the Buoys and Beacons in a safe and efficient manner.
The buoys and beacons are located within the entrance to Donegal pier and Mullinsole pier as per Admiralty Chart 2715.
 - ii. All lifting plant shall be certified and maintained in good order.
 - iii. The Contractor shall provide the required electrical and mechanical engineering personnel for servicing of lights & buoys.
 - iv. It is envisaged that all work is carried out during normal working hours.
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- b. All work carried out under the contract shall be of the highest standard and carried out by suitably qualified personnel and all materials and component parts supplied or used shall be new and shall conform with the current specifications prescribed for such work by the National Lighthouse Authority and IALA Standard and shall be obtained only from suppliers or manufacturers of the highest repute.
 - c. The contractors engineer shall complete a report in respect of Buoys and Lanterns examined or attended to, the date of the visit, any defects found, the work carried out with photographs and details of equipment provided. This report will be submitted not more than 2 weeks following completion of the service.
 - d. The provision of all tools, equipment, facilities, resources, parts and consumable items to carry out the works, and work boats is to be included in the service covered by this contract.
 - e. If in the opinion of Donegal Co. Council the Contractor fails to meet his obligations under the Contract the Donegal Co. Council reserves the right to carry out an assessment and rectification of any shortfall (if required) by others. The cost of any inspection and rectification shall be charged to the Contractor.
 - f. The details in these conditions of contract, whilst intending to highlight the salient features, are not exhaustive insofar as detailed items or associated work is concerned and shall in no way relieve the Contractor of his responsibility to supply materials and to carry out the Works to ensure the requirements of the technical specification are met and/or exceeded and complies with the manufacturers recommendations, appropriate European, national and local standards, Statutory Orders, Regulations, Acts, Codes etc.
 - g. The English Language shall be used for all aspects of the Contract.

- h. All work boats must be approved by the Donegal Co. Council Harbour Master and be certified by Department of Transport before being utilized for this contract.
- i. All items needing replacement, not including in the general buoy refurbishment, such as lanterns, batteries, mooring and lifting eyes, shackles, swivels, chain, rope, sinkers and paint will be supplied by the contractor at a cost mutually agreed.
- j. No expense regarding the supply of items, or major repair, outside the terms of normal refurbishment will be undertaken without the written instructions of Donegal Co. Council.

5.2 Before commencing any additional replacement of buoys the contractor should consult with Donegal Co. Council to consider the following items:

Which buoys are required to be replaced.

- (a) Consider any upgrade to lantern or day-mark that may be required.
- (b) All items that require replacement are to be agreed with Donegal Co. Council.
- (c) No expense regarding the supply of items, or major repair except for normal refurbishment should be undertaken without written permission from Donegal Co. Council.

5.3 In the case of conflict, discrepancy or ambiguity in any of or between any documents comprising the Contract, the Contractor shall be deemed to have included within the Tender the cost of carrying out the most onerous option. The principle that the Contractor shall be deemed to have allowed for the most onerous option shall apply equally to the Contractor's assessment of the time required for completing the service or any part thereof and the contractor shall have no entitlement to an extension of time on these grounds.

5.4 All works to be completed by 30th October 2026