



Commissioners of
IRISH LIGHTS | Navigation
and Maritime
Services

RFT 203643- Irish Lights Requirement: Tourism & Brand Development consultancy to support Great Lighthouses of Ireland

Invitation to Tender

.....
November 2021

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Invitation to Tender (ITT) for Tourism & Brand Development Consultancy

1. About Commissioners of Irish Lights

The Commissioners of Irish Lights (Irish Lights) is appointed under statute to act as the General Lighthouse Authority for the whole of Ireland, its adjacent seas and islands.

Irish Lights is responsible for provision and management of all lighthouses and other aids to navigation for the whole of Ireland and the adjacent seas and islands. Irish Lights is responsible for the superintendence of local aids to navigation in ports and harbours. Irish Lights also has responsibility for marking and removal of wrecks that would be a danger to general navigation.

Irish Lights Mission is Safe Navigation at Sea – to be a leading and innovative provider of reliable, efficient and cost effective navigation and maritime services for the safety of all.

Irish Lights operates 65 lighthouses around the coast of Ireland and Northern Ireland in addition to other marine aids to navigation. Further information on Irish Lights is available from its website at www.IrishLights.ie.

2. Nature of Contract

Tourism & Brand Development Consultancy that will encompass delivery against the Irish Lights strategy Safe Seas Connected Coasts (available on www.irishlights.ie), Focus Area 5 brand partnership development and support the delivery of some organisational operational objectives, listed in the scope of works/specification in appendix A, to support of Great Lighthouses of Ireland brand partnership over the period to end of 2025.

3. Queries

All queries or comments in relation to this request for tender must be directed through eTenders website portal.

Any communication shall state clearly that it relates to the “RFT 203643 – Irish Lights Tourism & Brand Development Consultancy to support Great Lighthouses of Ireland

Only requests for information and queries made in this manner shall be considered. If there are any issues or queries with this process or the website please contact:

Brendan Coyne
Finance and Procurement Manager
+ 353 1 2715422
brendan.coyne@irishlights.ie

Submissions must comply fully with the Instructions to Tenderers, be consistent with the terms and conditions of the Contract and meet Irish Lights requirements.

4. Tender Response

Tenderers are required to submit a concise written proposal to Irish Lights addressing all points listed under the evaluation criteria, and to submit completed documentation provided in **Appendix C**, **Appendix D** and **Appendix E**.

All completed Tender responses should be returned in the required format on or before the Tender Closing Date stated in the notice published on the eTenders portal.

5. Tender Acceptance

Irish Lights does not bind itself to accept the lowest or any tender and will not pay any compensation whatsoever in connection therewith. Irish Lights reserves the right to reject in whole or in part any or all of the tenders received.

6. Tender Package

The Tender package comprises the following documentation:

- (a) This ITT complete with **Appendices A to E** inclusive.

7. Procurement Process

Assessment and evaluation of tenders received will be carried out in two stages:

- Stage 1 – Evaluation of AC1, AC2 & AC3
- Stage 2 – Three highest scoring tenderers from Stage 1 brought forward for AC4 - Interview.

Those who do not meet the requirements of the instructions to tenderers and the minimum qualifying criteria as detailed will not be considered for inclusion in the award process.

7.1 Stage 1 AC1, AC2 & AC3

Tenders will be initially evaluated by reference to the following items:

- Submissions in compliance with the terms and conditions of the tender document. Irish Lights may eliminate any submission it determines to be non-compliant with the requirements of same.
- Tender proposals completed and submitted in the exact format and numbering as requested.
- A Pass/Fail score as detailed in Award Criteria 1 (AC1)
- Cost (AC2).
- Meeting the minimum requirements as detailed in Award Criteria 3 (AC3).
- The completed, signed and returned submission of Appendix C, D and Appendix E enclosed in the tender proposal.
- The award will be made on the total score for all criteria listed below. Marks will be awarded according to the award criteria outlined in the following table. MEAT, Most Economically Advantageous Tender.

7.2 Stage 2 AC4

- The three highest scoring Tenderers from Stage 1 brought forward for AC4 Interview.

Reference	Criteria	Scoring	Minimum Mark Required
AC1	Track Record- must clearly demonstrate experience of strategic development of tourism projects highlighting both management and delivery support with innovative tourism development initiatives including visitor attraction and visitor accommodation.	Pass/Fail	Pass/Fail
AC2	<p>Cost will be evaluated on your daily rate. (Daily rate to include all expenses)</p> <p>In terms of managing cost for deliverables Irish Lights will agree the number of days in advance of each year to produce the agreed output costed at agreed daily rate.</p> <p>Subject to satisfactory performance the contract will be awarded for a three year period with two one year extensions (3+1+1). Satisfactory service to be determined at the sole discretion of Irish Lights.</p>	400	0
AC3	<p>Quality of the Proposed Solution</p> <p>Tenderers must demonstrate at least three previous similar projects, (<i>noting the days to produce the final output on each project</i>), within the last five years in which they have successfully delivered services of a <u>similar nature and range</u> to those required.</p> <p>Please refer to Appendix A and the scope of works as a sample of the nature and range of requirements.</p>	300	225
	Sub Total	700	n/a
AC4	<p>Interview: A maximum of three tenderers will be invited to present their proposal in more detail.</p> <p>The three tenderers will be selected based on the highest scoring submissions from the initial desktop evaluation.</p> <p>The process will take the form of a face to face or virtual meeting and will be used to expand on the initial submissions.</p> <p>Irish lights reserves the right to re-visit the initial desktop evaluation based on this interview.</p>	300	225
	Total	1000	n/a

Nature of the Goods/Services Required

Please refer to the scope of works in Appendix A for the requirements envisaged.

Award Criteria (AC1) – Qualifications/Track Record Pass/Fail

Track Record- must clearly demonstrate experience of strategic development of tourism projects highlighting both management and delivery support with innovative tourism development initiatives including visitor attraction and visitor accommodation.

Award Criteria (AC2) – Cost Marks Available: 400

Minimum requirement

Fixed Day rates of all resources involved in fulfilment the requirement. The number of days will be agreed at the start of each year. To assist with evaluation please indicate the number of days required for the examples work included in your tender.(see AC3 Below)

Fixed Day rate – To be Valid for a period of 36 months from date of contract. To include all expenses. To be reviewed for any extensions. **(please propose details & method of how price adjustment may be carried out on review e.g. Link to Consumer price index (CPI)**

Marks for Cost Criteria will be allocated using the following formula:

$$\text{Tenderers Marks} = \frac{\text{Lowest Tendered Cost submitted} \times \text{Maximum number of marks available}}{\text{Cost submitted by the Tenderer}}$$

Award Criteria (AC3 – AC4) – Non-Cost

For each of the non-cost criteria stated, the following evaluation methodology will be applied:
The tender evaluation panel will determine into which of the following five bands the Response falls:

Table 1

Band	Meaning
10	Meets all of the requirement well: The Tenderer's approach, plan, equipment, services or proposal is assessed as meeting all elements of the stated requirement and as demonstrating a high to very high level of comprehensiveness, quality, detail, clarity, credibility and understanding.
7-9	Meets all of the requirement: The Tenderer's approach, plan, equipment, services or proposal is assessed as meeting all elements of the stated requirement and as demonstrating the required level of comprehensiveness, quality, detail, clarity, credibility, and understanding.
5-6	Meets the majority of the requirement: The Tenderer's approach, plan, equipment, services or proposal is assessed as meeting the majority, but not all, of the elements of the stated requirement and is lacking in some elements regarding comprehensiveness, quality, detail, clarity, credibility or understanding.
3-4	Meets some of the requirement: The Tenderer's approach, plan, equipment, services or proposal is assessed as meeting only some of the elements of the stated requirement, but not the majority.
0-2	No answer / does not meet requirement: Response is assessed as not appropriately meeting any of the elements of the stated requirement.

The following approach will be used to mark the quality, comprehensiveness and viability of the proposed goods/ services:

Tenderers must provide responses that address all of the requirements of the requirements as set out in this specification documents (Appendix A)

Each response provided by the Tenderer for each Award Criterion will be evaluated and scored in accordance with scoring bands, as detailed in Table 1 above, with each band corresponding to approximately 25% (incrementally) of the maximum available marks per criterion.

Tenderers may be required to achieve a minimum score (marks) for each award criterion. Tenderers who fail to reach the minimum acceptable score (marks) indicated for each relevant award criterion or sub criterion will be eliminated from the competition.

Tie Break: If the evaluation results in a tie between two or more Tenders, then the Tender with the highest score for the 'Qualitative' Criterion set out below shall be deemed the Most Economically Advantageous Tender:

Award Criteria 3 (AC3) - Quality of the Proposed Solution

Marks Available: 300

Pass Mark: 225

In your response you should address your:

- Methodology for delivery & Timescales for delivery.
- Demonstrate an understanding of the operating environment and potential markets as it relates to Irish Lights and The Great Lighthouses of Ireland.
- Your experience in providing strategic advice to support development and implementation efforts in the tourism and heritage sectors **particularly in relation to sustainability.**
- Your experience in unlocking sources of income to help promote brands for example; funded developments with tourism agencies (Failte Ireland, Tourism Northern Ireland, Tourism Ireland) and other relevant public bodies such as Leader, FLAG and local authorities
- Your experience of seasonal campaign management, event support, and consumer engagement.
- Your experience of Development of Partnerships & Alliances with tourism agencies and other relevant public bodies e.g. Dept of Heritage, Culture and Gaeltact, Libraries, and other tourism operators.
- Please include a sample of each of your projects put forward or include a link to the projects. You must also include the number of days to complete each project put forward. (see AC 2 above)

The projects listed should demonstrate:

- Your role in the project and your skills, efficiency, experience and reliability.
- The relevance of your skills and experience gained from previous contracts to the Irish Lights requirement. How that experience can be transferred to the Irish Lights requirement to support Irish Lights specific requirements as defined in the scope.
- Experience with multi partner relationships.
- Examples of research and consultation with stakeholders to deliver solutions.

We are looking for Tenderers to submit a bid that “Meets all of the requirements well” for the requirements in this ITT and in ‘Appendix A’ the specification.

Please note Table 1. The Award methodology.

The pass mark is set at the highest tier: “Meets all of the requirement well”.

This requires an evaluated score of 75% **minimum**.

Tenders evaluated as meeting this level of requirement will be at the sole discretion of the Irish Lights evaluation panel.

Award Criteria 4 (AC4) - Interview
Marks Available: 300
Pass Mark: 225

The three highest scoring tenderers, as evaluated in Stage 1, will be brought forward to the Stage 2 - Interview.

Following the interview process, the scores from the AC2 to AC3 evaluation will be combined with the AC4 score and the successful tenderer will be the submission with the highest combined score.

The contract for the requested services will be awarded on the basis of Most Economically Advantageous Tender.

The interview will allow the interview panel to explore further, any queries or clarifications and information or examples contained within your submission.

** Irish lights reserves the right to re-visit the initial desktop evaluation based on this interview.*

Appendix A – Objectives, Scope of works & Deliverables.

Purpose: Tourism & Brand Development expertise to support Great Lighthouses of Ireland

Duration: January/February 2022 – December 2025

Context

The key deliverables for the Tourism & Brand Development Consultant will encompass delivery against the Irish Lights strategy Safe Seas Connected Coasts (available on www.irishlights.ie), Focus Area 5 brand partnership development and support the delivery of some organisational operational objectives, listed below, by the further support of Great Lighthouses of Ireland brand partnership over the period to end of 2025.

Operational Objectives

Protecting & Connecting Maritime Heritage

- Irish Lights culture and heritage to inform, educate and engage citizens and visitors
- Engagement via websites, competitions and outreach programmes
- Collaborating with culture and arts community

Business & Economics

- New business opportunities for Irish Lights and GLI partners
- Contributing to the offsetting of maintenance costs

Corporate Social Responsibility

Renewed link to coastal communities building pride of place through the development of sustainable tourism via:

- Social- leveraging maritime heritage and culture building pride of place
- Economic- supporting local enterprise that benefits the community through employment, training and education
- Environmental- minimising the impact on the surrounding environment
- Reinforcing Irish Lights reputation for innovation, quality and service to community
- Positive positioning with stakeholders

Scope of Works

The scope and content is based on the understanding that **further capacity building, marketing and tourism consultancy support** is required by Irish Lights & Great Lighthouses of Ireland brand partnership post COVID and over the next three years to;

- Build on the success of the collective commitment to date
- Build the GLI brand locally, nationally and internationally and demonstrate positive economic, social and environmental impact
- Continue to utilise & protect Irish Lights heritage assets for tourism development
- Deliver value and build reputation for Irish Lights

In addition, a key element of the work will be to integrate the GLI project into the Irish Light's **Sustainability Plan**.

Great Lighthouses of Ireland, is a key element of Focus Area 5 of Irish Light's strategy- **Safe Seas Connected Coasts** and therefore the GLI partnership will continue to be supported to ensure it maximises the benefits of the brand, its collective efforts and delivers growth and value for all concerned.

It is critical that the next phase of this work **builds on the success** of Great Lighthouses of Ireland to date and ensures the brand partnership delivers on the **Strategic Value Objectives** for Irish Lights which are;

Irish Lights recognised as:

- A promotor and facilitator of an 'all-island' tourism initiative
- A leading IALA organisation in the development of Lighthouse Tourism
- A model for development of maritime heritage and environmental hubs encouraging ancillary tourism and services
- An organisation with experience in curating and creating rich maritime content and materials that are shared through interpretative and communications frameworks
- Making a significant contribution to local employment, valued for being socially and environmentally sustainable and building a positive image of Ireland overseas

Role Objective and Desired Outcome

To deliver and implement a clear and relevant roadmap to support Irish Lights, GLI and its partners over the next three years.

This Roadmap is to be underpinned by a refreshed vision and ambition for the future of GLI and be informed by a demonstrable understanding of the operating environment and potential markets over this period. The roadmap will determine the specific objectives and priority actions to be pursued and will be informed by bespoke research, consultation with all partners and key stakeholders. It will pay attention to the VICE (visitor, industry, community and environment) model adopted by many organisations, including the tourism agencies as the framework for sustainable development of the GLI brand partnership.

To secure a firm commitment from all partners to continue to work together to deliver this roadmap that will support the development of world class visitor experiences and contribute to shared goals and growth for Irish Lights over the period.

The timeframe for delivery of this assignment is constructed to cover the tourism seasonal period 2022-2025 which gives the project the benefit of consistency of support over this period. The primary contract will run from January 2022 – January 2025 with the option of two additional one year extensions to be agreed by exchange of emails and based on satisfactory service.

Satisfactory service to be determined at the sole discretion of Irish Light. Contract Service will comprise of a defined number of days drawn down annually as required against deliverables set out in the annual Great Lighthouses of Ireland Plan. The detail and timing for the suggested actions will be refined following further meetings with the Irish Lights executive and then with all GLI partners in mid- January each year.

Time and Days will be further reviewed following the commencement of this phase in January 2022. The plan below suggests an allocation of 120 days over the three year term of the primary contract and deliverables as per below. Given the challenge of timing and deliverables that depend on collective effort, the Irish Lights/GLI team will review progress monthly to consider the work underway, agree and refine actions and supports.

There is also an estimated additional allowance of 30 days over and above the Great Lighthouses of Ireland work scope.

Deliverables:

To build on the success of the Great Lighthouses of Ireland brand to date and position for recovery post COVID, deliverables to include but not limited to the following;

Brand Strategy

- Update and implement the GLI brand strategy for 2022/24 that is fit for purpose post COVID
- Integrate Sustainable Tourism as a key strategic pillar with a focus on;
 - **Social**- Protecting heritage within the community and Promoting maritime culture
 - **Economic**- ensure GLI sites contribute to local economy, measure and report on impacts
 - **Environmental**- oversight of energy monitoring & action plan- energy consumption, implementing and impact of actions
- Refresh brand charter to include key pillars of activity for the next three years, secure partner agreement & ongoing commitment
- Oversight on Brand visual identity refresh campaign.
- Develop and deliver a marketing plan for 2022 and beyond addressing post COVID needs
- Planning and supporting implementation of digital campaigns working with other digital partners via platforms such as website /social media to deliver value to GLI partners and leverage Irish Light's investment
- Merchandising – develop and implement a merchandising plan

Brand Partnership

- To prepare and agree annual operations plan with Irish Lights Commercial Manager
- Update and implement the GLI brand strategy for 2022/24 to ensure it is fit for purpose post COVID
- To increase visitor numbers by 3% per year.
- Secure In Kind and/or cash contributions committed by all partners
- Delivery of agreed Partnership Actions to end of Q4(Jan-Mar) 2022-
 - Develop, manage and execute Spring Consumer engagement campaign
 - Updating Seasonal Special Offers with partners
 - Planning for partners event in Q4
- Support the development of Partnerships & Alliances- with tourism agencies and other relevant public bodies like Dept of Heritage, Culture and Gaeltact for Criniu na nOg, Libraries NI, Irish Ferries, and other tourism operators
- Support new site developments – Target; one new site per year.
- Event support and consumer engagement plan
- To further develop digital platforms to drive consumer engagement
- Provide partner mentoring and facilitate training supports
- Assist with strategic expansion of brand partnership sites and linkages with other

lighthouse organisations such as IALA, USLA, UK Association of Lighthouse Keepers

Supports to Irish Lights

- Provide Strategic advice to support Irish Lights development efforts in the tourism and heritage sectors to ensure GLI is aligned to national policy's and plans.
- Support the development and delivery of Irish Lights sustainability plan.
- Identify and help unlock other sources of income to help promote GLI brand for example funded developments with tourism agencies (Failte Ireland, Tourism Northern Ireland, Tourism Ireland) and other relevant public bodies such as Leader, FLAG and local authorities
- Advise and support Irish Lights to integrate GLI into its sustainability plan.
- Leverage Irish Lights archive through the following
- Scope and Deliver second phase of the Irish Lights Baily tour.
- Support and promotion of archive projects.
- Support Irish Lights to develop a plan to leverage the GLI brand to promote its profile to the public , it's reputation in coastal communities and it's core maritime safety message to maritime stakeholders

Appendix B – Timetable

Stage	Estimated Timeline
Publication of Notice on Procurement Website eTenders	26/11/2021
Current Closing Date for Tender Submissions	07/01/2022 (as per eTenders)
Evaluation of Proposals (week of)	10/01/2022
Interviews (via zoom) (week of)	17/01/2022
Award contract (week of)	07/02/2022

Appendix C – Candidate Information

Name of Tenderer	
Address	
Contact Person for this project to whom all correspondence regarding this application will be addressed	
Title	
Telephone (landline)	
Telephone (Mobile)	
Email Address	

TAX CLEARANCE

Please provide a copy of a valid Tax Clearance Certificate. This may be obtained from the Irish Revenue Commissioners (www.revenue.ie). Alternatively please provide the details below to enable online verification of your Tax Clearance status via the Revenue Commissioners website www.revenue.ie

Registration Number: _____

Certificate Number: _____

Certificate Expiry Date: _____

Non Residents

a) Non Resident applicants who neither have Irish Tax registration nor a permanent established place of business in the State (i.e. foreign traders) must apply to Limerick Tax office below.

Non-residents cannot apply on-line for a general TCC. The TC1 form is obtainable by downloading it from the Revenue website. The completed TC1 form should be returned to: **Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street , Limerick, Ireland** or faxed to +353 61 401009 or e-mailed to nonrestaxclearance@revenue.ie

Non Residents need only complete the following sections:

- 1 Applicant's Name
- 2 (a) Purpose for which TCC is required
- 7 Nature of the Contract
- 8 Declaration

The Tax Office have requested that TC1 application forms submitted are in "type" format rather than hand written

Telephone Number (from outside Ireland): + 353 61 488050

Appendix D – Instructions to Tenderers

1. Definitions

For the purposes of clarity, the Commissioners of Irish Lights shall be referred to as “Irish Lights” and tenderer as “Tenderer” or “Lead Company”.

2. Composition of Tenderers

The Tenderer may be a sole proprietor, partnership, single company or a group of companies with appropriate skills to delivery on all of the project requirements. In the case of a group or consortium, one company must take the lead.

The Lead Company will take contractual and organisational responsibility and shall be fully responsible for delivering the entire provision of the group/Consortium required for the project. The Lead Company shall be the single point of contact for Irish Lights in the management of the contract. The contract will be between the Lead Company and Irish Lights and the said Lead Company shall be responsible for all activities of his group of Companies and for discharging all relevant payments to group members, as appropriate.

3. Membership of more than one Tenderer

In all circumstances, the Tenderer is responsible for managing the integrity of its group or consortium. The Tenderer must ensure that in structuring its group or consortium, it can:

- fulfil its tender requirements;
- act independently of any other member; and
- submit a bona fide competitive tender.

An enterprise may act as a sub-consultant in more than one group or consortium. However, a Consultant would have knowledge of the price and other aspects of its tender that would cause it to have a conflict of interest and give rise to a risk of collusion if it were also to participate as part of another group or consortium. If an enterprise is considering participating in this way, it shall advise Irish Lights of this in advance and in any event, a minimum of 1 week prior to the tender submission date. The enterprise will need to demonstrate to Irish Lights’s satisfaction that there is no collusion or conflict of interest. Irish Lights reserves sole discretion to decide on whether an enterprise shall be permitted to participate in this manner.

Where two or more enterprises, that are part of a larger business group or holding or are linked in some way, wish to participate in different groups or consortiums, it is possible that a relationship of control may exist which could affect the independence and confidentiality of the tender preparation. If enterprises which are linked in this way wish to participate in this competition, then they shall advise Irish Lights of this as soon as possible, and in any event, a minimum of 1 week prior to the tender submission date. They will need to demonstrate to Irish Lights’s satisfaction that the independence and confidentiality of their tenders has not been compromised, and that there is no collusion or conflict of interest. Irish Lights reserves sole discretion to decide on whether an enterprise shall be permitted to participate in this manner.

See Terms and Conditions - **Appendix E**

4. Communications Protocol

Any queries or comments with regard to this document or tender must be directed through the [eTenders](#) portal. Only requests for information and queries made in this manner shall be considered.

If you wish to escalate any issues or queries regarding this tender process please contact:

Brendan Coyne
Finance and Procurement Manager
Commissioners of Irish Lights
+ 353 1 2715400
Brendan.Coyne@irishlights.ie

Submissions must comply fully with these Instructions to Tenderers, be consistent with the terms and conditions of the Contract and meet Irish Lights' requirements.

5. Tender Documents - Ambiguity, Discrepancy, Error, Omission

If you consider that you are missing any documents, the absence of which would prevent you from submitting a comprehensive Tender, please contact Irish Lights via the Communications Protocol set out herein.

Tenderers shall immediately notify Irish Lights should they become aware of any ambiguity, discrepancy, error or omission in the Tender documents. Irish Lights shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the Tender document.

6. Closing Date and Time for Receipt of Tenders

All completed Tender responses should be returned in the required format on or before the Tender Closing Date stated in the notice published on the eTenders website portal.

7. Qualification of Tenders

Please note that qualifications to a Tender may be considered a counter offer and may render the Tender invalid.

8. Tender Submission

The completed Tender shall be uploaded and submitted in electronic format via the eTenders or website portal.

The tender responses shall be clearly labelled

The Tenderer is fully responsible for the safe and timely delivery of its Tender.

9. Extension of Tender Period

Irish Lights reserves the right, at its sole discretion, to extend the closing date for receipt of Tenders by giving notice in writing to Tenderers before the original closing date.

10. Notices

Irish Lights may at any stage, by notice to all Tenderers, delete, vary or extend any item in this ITT. Tenderers shall immediately acknowledge the receipt of each such notice in writing to Irish Lights.

11. Status of Submissions

Information supplied by Tenderers in response to this invitation may be incorporated into the Contract by Irish Lights. Note Irish Lights reserves the right to seek clarification or verification of any such information.

12. Operation of the Contract

Formal acceptance of the terms and conditions of Contract will be a condition for the contract award. These terms and conditions are included at **Appendix E** of this Tender document.

13. Conditions of Contract

As per attached document, Appendix E4 "Terms & Conditions of Contract".

14. Modifications prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are uploaded and submitted via eTenders website portals before the closing date for receipt of Tenders.

15. Cost of Preparation of Tender

Irish Lights will not be liable for any costs incurred by Tenderers in the preparation of Tenders or any associated work effort or attendance at meetings with Irish Lights relating to the competition. It is the responsibility of the Tenderer to ensure that they are fully aware and understand the requirements as laid down in the Tender document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings.

16. Tender Validity Period

Tenders are to remain open for acceptance for a period of 180 calendar days, this period commencing on the closing date by which the Tenders are to be returned.

17. Currency

Tender prices must be submitted in the Euro currency only. All invoices and payments will be in the Euro currency only.

18. Confidentiality

The distribution of the Tender document is for the sole purpose of obtaining Tenders. The distribution does not grant permission or licence to use the documents for any other purpose. All documents issued and information given to the Tenderer must be treated as strictly confidential. The Consultant shall not release details of the project documents other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their submission. Under no circumstances may the Consultant release any information concerning the tender or the Contract or the procedure for publication in the press or on radio, television, screen or any other medium.

Tenderers are required to treat the details of all documents supplied in connection with the Tender process as private and confidential. Similarly, Irish Lights undertakes to use its reasonable endeavours not to disclose to third parties any confidential information received from Tenderers, subject to its legal obligations.

19. Conflict of Interest/Registrable Interest

Any conflict of interest involving a Tenderer must be fully disclosed to Irish Lights, particularly where there is a conflict of interest in relation to any recommendation or proposals put forward by the Consultant.

Any registrable interest involving the Tenderer and Irish Lights or their employees or relatives must be fully disclosed in the Tender or should be communicated to Irish Lights 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 tender and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a Tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

20. Tax Clearance Certificate

It will be a condition of the Contract that the Tenderer can promptly produce and maintain a current Tax Clearance Certificate. See Irish Revenue web site: www.revenue.ie

21. Irish Legislation

Tenderers should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection, and Health and Safety. All relevant aspects of such legislation must be observed at all times by the successful service provider.

Tenderers must also have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing Tenders and apply these provisions if awarded the contract.

22. Confidentiality of Evaluation

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the awarding of the contract will not be disclosed to Tenderers or any other persons save as required by law.

23. Determination of Responsiveness

After the official opening of Tenders, the contracting Authority or its staff or agents will determine whether each Tender is substantially responsive to the requirements of the Tender documents. If a material deviation exists that limits in any substantial way the contracting Authority's rights or the Tenderer's obligations, the Tender shall be rejected.

24. Clarification of Tenders

Without prejudice to the conduct of the tender process, to assist in the examination and comparison of Tenders, Irish Lights may ask Tenderers for clarification of aspects of their Tenders, including a breakdown of the financial proposal or other information.

25. Correction of Errors

Detailed pricing of all Tenders will be examined for arithmetical errors and the following approach to the correction of such errors will apply:

- a) Where there is a discrepancy between amounts in figures and words, the amount in words shall apply.
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless, in the opinion of Irish Lights, there is a gross mathematical error in the unit price, in which event the total amount as quoted will govern.

The amount stated in the Form of Tender will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the Tenderer, shall be considered as binding upon the Tenderer. A Tenderer not accepting the correction of their Tender as outlined above may have their Tender rejected.

26. Interference of Attempts to Influence

The Tenderer shall note that any efforts to interfere with the procurement process or to improperly influence Irish Lights, or any of its agents or advisers, shall result in the immediate elimination of its submission.

In this regard, the Tenderer is required to complete the declarations attached in **Appendix E** and include this as part of its submission.

27. Anti-Competitive Conduct

The Tenderer's particular attention is drawn to the application of the Competition Act 2002. The Act makes it a criminal offence to collude on prices or terms in a public Procurement procedure. Should Irish Lights become aware of direct or indirect communications through trade associations or otherwise between bidders relating to the Tenderer or which might facilitate price collusion, it shall be the policy of Irish Lights to disqualify such Tenderer(s) at its sole discretion and to notify the matter to the Competition Authority.

In this regard, you are required to complete the declaration attached in **Appendix E** and include this as part of the Consultant's submission.

28. Notification of Award Decision

All Tenderers concerned will be notified in writing of the outcome of their Tender and of any decisions reached concerning the awarding of the contract.

29. Governing Law

Both the Contracting Authority and the successful Tenderer shall comply with Irish law and the jurisdiction of the Irish courts, which will govern the contract.

30. Ownership of Documents

The copyright and any other intellectual property rights in this tender document are owned by Irish Lights and may not be reproduced, copied or stored in any medium without the prior written consent of Irish Lights. This document and any document issued on foot of it are and shall remain the property of Irish Lights and must be returned upon demand.

All intellectual property rights and related rights in all designs, documents, drawings, programmes and digital data and all material associated with the aforementioned prepared by the successful Tenderer and/or any sub-consultants in connection with this project, shall transfer in their entirety to Irish Lights upon completion of each stage of the project and payment of the agreed fees for that stage.

31. Award to Runner up

If for any reason it is not possible to award the contract with the designated successful Tenderer emerging from this competitive process, or if, having awarded the contract, the Contracting Authority considers that the successful Tenderer has not met its obligations, the Contracting Authority reserves the right to award the contract to the next highest scoring Tenderer during the Tender validity period on the basis of the terms advertised and Tendered by that party. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

32. Terms of Payment & VAT

Payment on receipt of invoices related to Purchase Orders issued by Irish Lights. Following receipt of a Irish Lights purchase order, the Service Provider shall send an invoice to Irish Lights (indicating the relevant Purchase Order number) together with all other relevant supporting documentation as may be required. Payment shall be made within 30 days of receipt of a correct and appropriately vouched invoice, provided there is no dispute in relation to the provision of the relevant services. In the event of any such dispute, payment may be withheld in respect of any disputed amount until the dispute is resolved.

33. Professional Services Withholding Tax

Irish Lights is required to deduct withholding tax for professional services provided.

34. Disclaimers and Indemnities

- a) The information set out herein is made available on the condition that it is used in relation to preparing submissions for this project only and for no other purpose. The Tenderer must make their own investigations so as to form their own view as to the accuracy and completeness of the statements contained herein and to satisfy themselves as to the commercial value of entering into a contract with Irish Lights in relation to the project.
- b) Whilst the information herein has been prepared in good faith, it does not purport to be a comprehensive review of all matters relevant to Lights' requirements and Irish Lights will not accept any liability or responsibility for its adequacy, accuracy or completeness, nor does it make

any representation, warranty or undertaking, express or implied, with respect to the information contained herein or future information supplied in connection with the project.

- c) By participating in this tender process, the Tenderer acknowledges that a contractual or quasi-contractual relationship between Irish Lights and the Tenderer does not exist prior to the execution of a formal agreement.
- d) Irish Lights reserves the right, without notice, to terminate the process or change the basis and the procedures for the consultancy process. In such circumstances, Irish Lights and its advisers shall not be liable to any persons as a result thereof. Nothing herein is, or should be relied upon, as a representation as to Irish Lights' ultimate decision in relation to the project.
- e) The Tenderer hereby indemnifies Irish Lights against any possible infringement by the Tenderer of third party intellectual property rights as part of this tender process.

Appendix E – Standard Terms and Conditions

I confirm my acceptance of the following Irish Lights Standard Terms and Conditions should my proposal be successful.

Signed by the Tenderer	
For and on Behalf of	
Date	

An addendum, to this contract and the terms and conditions contained within, will be issued in relation to GDPR regulations. This will also include a privacy statement.

Appendix E1 - Statement Relating to Good Standing

STATEMENT RELATING TO GOOD STANDING — GROUNDS FOR OBLIGATORY EXCLUSION (IN ELIGIBILITY) AND CRITERIA FOR REJECTION OF CANDIDATES in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)

We confirm that, to the best of our knowledge, we are not in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2006 (as amended) and in particular that:

Grounds for mandatory rejection (ineligibility)

The tenderer its directors or any other person who has powers of representation, decision or control of the named organisation has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);
- (b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);
- (c) the offence of bribery;
- (d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;
 - (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
- (e) money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or
- (f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

Organisation's name _____
Signed _____
Position _____
Date _____

Appendix E2 - Discretionary Grounds for Rejection

The tenderer confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Irish Law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under Irish Law or of the relevant State in which the organisation is established;
- (g) has fulfilled obligations relating to the payment of taxes under Irish law of Ireland or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required of him under this regulation;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

Organisation’s name _____
Signed _____
Position _____
Date _____

Appendix E3 - Declaration of Non-Collusion/Canvassing

1. The Tenderer certifies to Commissioners of Irish Lights that this is a bona fide offer of services, intended to be competitive, and that this offer of services has not been affected by any arrangement or agreement with any other person(s), firm(s) or company/(ies). The Tenderer certifies that it has not (nor has any employee, agent, officer or representative of the Tenderer), at any time prior to the time and date set for return of this tender:
 - 1.1. Communicated to any third party/(ies) (nor will it or any employee, agent, officer or representative of the Tenderer) communicate to any third party between the time of the Tenderer's submission of its tender and the date of the award of any contract pursuant to the Invitation to Tender the nature or detail of the Tenderer's offer of services in respect of the Invitation to Tender (including without limitation proposed tender responses, service and service delivery elements, personnel, data, know how, trade secrets, prices and/or pricing structure, except where such disclosure was necessary to obtain insurance cover or sureties to support the offer;
 - 1.2. Entered into any agreement, formal or informal, with any third party, whereby the Tenderer has agreed or arranged to refrain from offering services pursuant to the Invitation to Tender, or to collude as to the nature of the offer to be submitted;
 - 1.3. Offered or made any inducement to any third party with a view to affecting the propriety of the tendering process in any way; nor will it make or offer any such inducements.
2. The Tenderer declares that the services offered are/are not* affected by any prospect of a subsidy or other assistance from government or other public authority.
 - 2.1. Details of subsidy or other assistance from government or other public authority are as follows+;
 - * **delete as appropriate**
 - + provide details of scheme, source of funds and amount**
 - 2.2. The Tenderer certifies that any such subsidy or any other assistance from government or other public authority is fully compliant with all relevant national and European competition law.
3. The Tenderer confirms that it has not acted in any way, which is, or could reasonably be regarded as, in restraint of free competitive bidding in respect of the Tenderer's response to the Invitation to Tender.
4. The Tenderer shall ensure that its employees, agents, officers and representatives are made aware of the nature of this declaration and the Tenderer shall ensure that such persons adhere to this declaration as if they had individually granted it.
5. The officer signing this declaration on behalf of the Tenderer confirms that it has done so after making due, careful and diligent enquiry in respect of the responses contained herein.
6. This declaration shall be governed in all respects and construed in accordance with Irish Law.

Organisation's name _____

Signed _____

Position _____

Date _____

Appendix E4 – Commissioners of Irish Lights Standard Conditions of Purchase

These Conditions may only be varied with the written agreement of the Purchaser. No terms and conditions put forward by the Supplier shall form any part of the Contract.

1. DEFINITIONS

A "Contract" shall mean the contract between Irish Lights and the Contractor consisting of the Order and documents mentioned thereon.

A Contractor shall mean the person, firm or company, to whom the Irish Lights order, has been issued;

A Good or A Service shall mean the goods and/or services to be provided as specified on the Order.

A Purchaser Order shall mean the Irish Lights order specifying that these conditions apply to it.

A Premise shall be the location to where the Goods or Services shall be delivered or performed.

Irish Lights shall mean the Commissioners of Irish Lights, Harbour Road, Dun Laoghaire, Co Dublin.

2. TIME OF PERFORMANCE

2.1 Time is of the essence of the Contract and failure to deliver the Goods or Services to the Premises within the time on the Order shall be a fundamental breach of contract.

2.2 In the event of failure to deliver by the due date Irish Lights may at its option release itself from any obligation to accept and pay for the Goods or Services and / or cancel all or part of the Order, in either case without prejudice to its other rights and remedies herein.

2.3 The Contractor shall provide Irish Lights with such reports on progress with the Order as Irish Lights may from time to time require.

3. VARIATION

Irish Lights reserves the right by notice in writing to modify the quality or quantity of the Goods or Services. Any alteration to the price of the Contract as a result shall be agreed in writing between Irish Lights and the Contractor.

4. STATUS OF CONTRACTOR

4.1 The relationship between the Contractor and Irish Lights shall be deemed for all purposes to be that of an independent contractor.

4.2 In carrying out the Contract the Contractor shall be acting as principal and not as agent of Irish Lights. Accordingly:

(a) the Contractor shall not (and procure that his servants and agents do not) say or do anything that might lead any other person to believe that the Contractor is acting as agent of Irish Lights;

(b) nothing in this Contract shall impose any liability on Irish Lights in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of Irish Lights to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of Irish Lights, its staff or agents.

4.3 Notwithstanding Clause 12.1 in the event that Irish Lights under current or future legislation is found liable for further income tax, and/or national insurance contributions in respect of payments made by Irish Lights under this Contract such income tax, and/or national insurance shall be deducted from any sums due to the Contractor under this Contract. If this Contract has come to an end for any reason by the time Irish Lights receives the demand for such income tax, or national insurance contributions the Contractor hereby acknowledges liability in connection with such demand.

5. SUB-CONTRACTING

- 5.1 The Contractor shall not sub-contract any of his duties or responsibilities under this Contract without the consent of Irish Lights.
- 5.2 Sub-contracting shall not relieve the Contractor of any obligation or duty attributable to him under this Contract.
- 5.3 Where Irish Lights consents to the placing of sub-contracts, a copy of each sub-contract shall be sent by the Contractor to Irish Lights immediately it is issued.

6. QUALITY & FITNESS FOR PURPOSE

- 6.1 Goods shall be of satisfactory quality and free from defects in material or workmanship. If the purpose for which the Goods are required is made known to the Contractor expressly or implicitly the Goods shall be fit for that purpose.
- 6.2 Goods shall conform to all statutory requirements and in all respects to any particulars specified in the Order or any variation thereto.
- 6.3 In the absence of a specification or sample, all goods shall be within the normal limits of industrial quality.

7. DELIVERY

- 7.1 Goods shall be delivered to the place named on the Order. Any access to premises and any labour and equipment that may be provided by Irish Lights in connection with delivery shall be provided without acceptance by Irish Lights of any liability whatsoever.
- 7.2 Where any access to the Premises is necessary in connection with delivery or installation, the Contractor and his sub-contractors shall at all times comply with the reasonable requirements of Irish Lights.

8. PROPERTY & RISK

In the case of Goods property and risk shall without prejudice to any other rights or remedies of Irish Lights herein contained remain with the Contractor until delivery to the Premises.

9. LOSS OR DAMAGE IN TRANSIT

In the case of Goods the Contractor shall on the day of dispatch of any consignment send Irish Lights a goods advice note which shall contain all relevant information about the consignment including a date for delivery. The Contractor shall free of charge and as quickly as possible either repair or replace (as Irish Lights shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to Irish Lights provided that:

- (a) in the case of damage to such Goods in transit Irish Lights shall within 30 days of delivery give notice to the Contractor that the Goods have been damaged;
- (b) in the case of non-delivery Irish Lights shall within 21 days of the notified date of delivery give notice to the Contractor that the Goods have not been delivered.

10. LABELLING & PACKING

- 10.1 Goods shall be packed and marked in a proper manner and in accordance with Irish Lights instructions and any statutory requirements and any requirements of the carriers. In particular Goods shall be marked with the Order Number and the weight; the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 10.2 All packaging materials will be considered non-returnable and will be destroyed unless the Contractor's advice note states that such materials will be charged for unless returned. Irish Lights accepts no liability in respect of the non-arrival at the Contractor's premises of empty packages returned by Irish Lights.

11 INSPECTION REJECTION & GUARANTEE

- 11.1 In the case of Goods the Contractor shall permit Irish Lights or its authorised representatives to make inspections or tests it may reasonably require and the Contractor shall afford all reasonable facilities and assistance free of charge at his premises. No failure to make complaint at such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by Irish Lights of any rights or remedies in respect of the Goods.
- 11.2 Irish Lights may by written notice to the Contractor reject any of the Goods which fail to meet the requirements specified by Irish Lights. Such notice shall be given within a reasonable time after delivery of the Goods concerned. If Irish Lights shall reject any of the Goods pursuant to this Condition Irish Lights shall be entitled (without prejudice to his other rights and remedies; either:
- (a) to have the Goods concerned as quickly as possible either repaired by the Contractor or (as Irish Lights shall elect) replaced by the Contractor with Goods which comply in all respects with the requirements specified herein; or
- (b) to obtain a refund from the Contractor in respect of the Goods.
- The guarantee period applicable to the Goods shall be 12 months from putting into service or 18 months from delivery whichever shall be the shorter. If Irish Lights shall within such guarantee period or within 30 days thereafter give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use or due to erroneous instructions by the Contractor, the Contractor shall (without prejudice to any other rights and remedies which Irish Lights may have) as quickly as possible remedy such defects (whether by repair or replacement as Irish Lights shall elect) at no cost to Irish Lights.
- 11.3 Any Goods rejected or returned by Irish Lights as described in these Conditions shall be returned to the Contractor at his risk and expense.

12. PRICE & PAYMENT

- 12.1 The price of the Goods or Services shall be as stated on the Order and may only be varied with the written agreement of Irish Lights at its absolute discretion. In the case of individuals the fees for labour shall be paid net of income tax deducted at the standard rate unless the individual provides written proof from the Inland Revenue or the Inland Revenue states that he or she may be paid free of any such deduction.
- 12.2 Unless otherwise agreed in writing by Irish Lights, payment will be made within 30 days of receipt of the Goods or Services or the correct invoice therefor, whichever is the later.
- 12.3 Value Added Tax, where applicable, shall be shown as a strictly net extra charge.

13. TAX CLEARANCE CERTIFICATE

Where payments are likely to exceed €10,000 in any 12 month period a Tax Clearance Certificate will be required.

14. FREE-ISSUE MATERIALS

Where the Client for the purpose of the Contract issues materials free of charge to the Contractor, such materials shall be and remain the property of the Client. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Contractor shall notify the Client of any surplus materials remaining after completion of the Services and shall dispose of them as the Client may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of his servants, agents or sub-contractors shall be made good at current market rates.

15. AUDIT

The Contractor shall keep and maintain until two years after completion of the Contract records to the satisfaction of Irish Lights of all expenditures which are reimbursable by Irish Lights and of the hours worked and costs incurred by the Contractor or in connection with any employees of the Contractor paid for by Irish Lights on a time charge basis. The Contractor shall on request afford Irish Lights such access to those records as required by Irish Lights in connection with the Contract.

16. HEALTH & SAFETY

The Contractor shall ensure that all necessary tests and examinations are made prior to delivery of the Goods or Services to ensure that they are safe and without risk to the health or safety of persons using same and that he has made available adequate information about the use for which the Goods or Services are intended and about any conditions necessary to ensure that when put to use the Goods or Services will be safe and without risk to health.

17. CORRUPT GIFTS & PAYMENTS

The Contractor shall not offer or give or agree to give, to any employee or representative of Irish Lights any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with Irish Lights or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

18. INDEMNITY & INSURANCE

18.1 The Contractor shall indemnify Irish Lights, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against Irish Lights, its servants or agents in respect of any loss or damage or personal injury (including death) which arises out of or in connection with this Contract.

18.2 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Contractor (in respect of which the indemnity in Condition 18.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of Irish Lights, or any its servants or agents); the indemnity contained in Condition 18.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of Irish Lights, its servants or agents.

18.3 The Contractor shall have in force and shall require any sub-contractor to have in force:

- (a) employer's liability insurance in accordance with any legal requirements for the time being in force, and
- (b) public liability insurance for such sum and range of cover as the Contractor deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than €1,000,000 for any one incident and unlimited in total, unless otherwise agreed by Irish Lights in writing.

18.4 The policy or policies of insurance referred to in Condition 18.3 shall be shown to Irish Lights whenever requested, together with satisfactory evidence of payment of premiums.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 In the case of Services all reports and other documents and materials and the copyright or similar protection therein arising out of the performance by the Contractor or his sub-contractors of his duties hereunder are hereby assigned to and shall vest in Irish Lights absolutely.

19.2 Where the Contractor uses existing intellectual property of which he is the owner in the provision of the Goods or Services he hereby grants Irish Lights a licence to use the same and shall notify Irish Lights in writing of all such rights. The Contractor shall indemnify Irish Lights against all losses, costs and expenses, including legal fees on an indemnity basis, incurred by Irish Lights in using such rights.

19.3 The provisions of this Condition 19 shall apply during the continuance of this Contract and after its termination howsoever arising.

20. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances which could not have been contemplated and which are beyond the party's reasonable control. Industrial disputes and failures by sub-contractors are not force majeure hereunder.

21. INSOLVENCY

If the Contractor becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purpose of reconstruction), Irish Lights may, without prejudice to any other of its rights, terminate the Contract forthwith by notice to the Contractor or any other person in whom the contract may have become vested.

22. NOTICES

Any notice given under or pursuant to the Order shall be sent to the address of Irish Lights or the Supplier given on the Order or to such other address as the party may by notice to the other substitute therefor. Notices may be served personally or by post or by prepaid registered or recorded delivery post or transmitted by facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form. Letters shall be deemed served 48 hours after posting and facsimiles on despatch.

23. ARBITRATION

All disputes, differences or questions between the parties to the Contract with respect to any manner or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of the Client is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to the arbitration of two persons one to be appointed by the Client and the other by the Contractor or their Umpire in accordance with the provisions of the Arbitration Acts 1954 and 1980 or any modification or re-enactment thereof.

24. HEADINGS

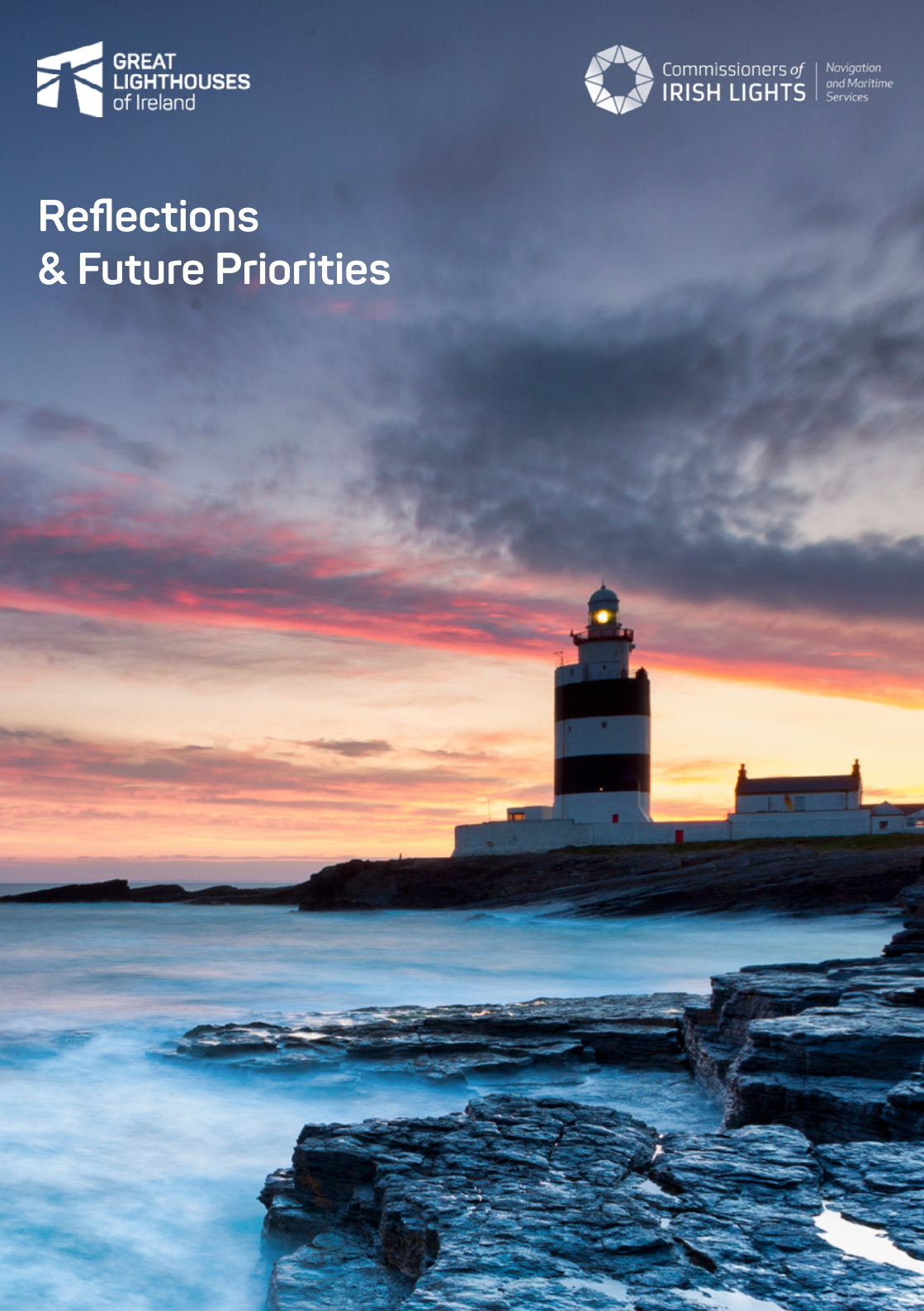
The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

25. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the law of the Republic of Ireland and the Contractor hereby irrevocably submits to the jurisdiction of the Irish Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Purchaser to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

PROCUREMENT SECTION
COMMISSIONERS OF Irish Lights,
HARBOUR ROAD,
DUN LAOGHAIRE
CO.DUBLIN

Reflections & Future Priorities





As we face into what continues to be a difficult operating year for all our partners, it is important to take stock and continue to be informed by consumer, market and business trends. The priority actions highlighted within this publication have been shaped by all that we have learned during the last 18 months.

Irish Lights' leadership and investment in the Great Lighthouses of Ireland brand and partnership continues to be an important vehicle for building more partnerships and collaborations. These support our coastal communities through the sensitive development of our maritime heritage, animation of a shared history and communication of Irish Lights' role and remit.

We have a shared commitment to sustainable development and management systems and therefore our focus is to continue to support our operating partners in developing unique and breath-taking experiences by linking to our past and protecting our future.



Dave Ward
Commercial Manager
Irish Lights

Together, We Are Stronger



A message from
Bobby Kerr,
Chairman, Great
Lighthouses of Ireland

Since the establishment of Great Lighthouses of Ireland by Irish Lights in 2016, the combined effort of all partners has ensured that lighthouse visitor experiences are a valued tourism asset for the island of Ireland – showcasing the island’s maritime heritage, supporting our coastal communities and creating economic benefit for all involved.

In 2019, an impressive 143,580 visitors and guests spent their time and money at a lighthouse experience. Naturally, all of our partners were planning for more growth in 2020, particularly from overseas markets; until our world changed in March 2020.

Over the course of 2020 all our partners recognised the value in working collectively. Under truly unprecedented circumstances they have adapted and delivered even more compelling experiences for the domestic and local markets.

Many of the projects showcased in this publication, including the ‘Become a Young Storykeeper’ initiative and a digital campaign honouring our frontline workers, contributed to generating invaluable interest for Great Lighthouses of Ireland during these challenging times.

In 2020 we welcomed new partners, with the team at **Ionad Deirbhile – Eachléim Heritage Centre** getting ready to open **Blacksod Lighthouse** as a new visitor attraction this summer. This is such an exciting development for the area and for this partnership. We also

said goodbye to a stalwart colleague and friend, Mary O’Brien, who retired as CEO of Irish Landmark Trust in March 2021. All partners wish to recognise Mary’s contribution not just to Great Lighthouses of Ireland but to Irish tourism as a whole. She hands over a rich cultural and heritage asset to the incoming CEO, Niamh Lunny, who we very much look forward to working with.

While we recognise that planning for the future in the current climate is difficult, it is anticipated by tourism agencies and industry sources that those who do travel (both locally and internationally) will be looking for wellbeing, credibility and culture. Furthermore, slow and sustainable travel, particularly in the more rural and coastal areas of the island, is highly credible and Great Lighthouses of Ireland has much to offer in this regard. Our future plans and priority actions reflect these trends and we have committed to work as a group towards a shared sustainable tourism goal and agenda.

Despite the challenges of 2020 and indeed the first part of this year, summer has arrived, bookings and business sentiment is positive. I am confident that together we are stronger and more versatile as we face into a new future.

Reflections on 2020

The COVID-19 pandemic has had a profound effect right across the island of Ireland.

It has had far-reaching consequences for the tourism sector, not least for Great Lighthouses of Ireland partners who have had to deal with multiple lockdowns, changing business and operating procedures, reduction of capacity and operating times, as well as the loss of international visitors and groups.

While the summer of 2020 did deliver domestic visitors for a short period, trading was difficult as COVID-19 protocols increased operational costs and reduced income earning capacity. **The Fáilte Ireland Safety Charter** and **We're Good To Go** brand in Northern Ireland were extremely helpful in reassuring our patrons of the standards of cleanliness and excellence that all our partners deliver.

During the periods in which they were open for business in 2020, the lighthouse accommodation offers were in high demand. Many operators concluded that the domestic market actually only discovered these accommodation options in 2020, a positive development that we now hope to build on in 2021 and beyond.

Government and agency supports were a critical lifeline and will be needed well into 2021 as business conditions continue to be so challenging.





“

Many of this year's bookings are last year's lost bookings. That will continue into next year. On the plus side, there is more spin-off from Irish people discovering Donegal.



Rosie Nic Cionnaith
Fanad Lighthouse

”

“

The devastating effect that COVID-19 has had on tourism has been incredible and pretty surreal to be honest. But we will get through this. Our lighthouses have stood tall through many years of hardship in the past only to see the sun shine again and all be well. This is the belief that keeps us going here at Hook!



Lorraine Waters
Hook Lighthouse

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“

We found it an extremely stressful season which seems to be the general consensus whilst talking to other operators.

But we do consider ourselves as one of the lucky ones to get this far through the pandemic and not have to lay anyone off. Thankfully the domestic market was alive and kicking in West Cork during 2020. With a bit of luck it will continue as 2021 delivers more domestic visitors.



Karen Cottrell
Fastnet Boat Tours

”

Young Storykeepers Campaign

'Become a Young Storykeeper' was our signature project during the months of lockdown in 2020. For this, we partnered with both **Creative Ireland's Cruinniú na nÓg** initiative which focuses on creativity for children, and **Fighting Words**, a charity which helps people discover and harness the power of their own imaginations and creative writing skills.

We asked young people to get creative and write a lighthouse-inspired story for inclusion in a five-volume digital publication. The campaign, which ran from May to December, was perfectly suited to capture the attention of parents and children stuck at home in various levels of lockdown.

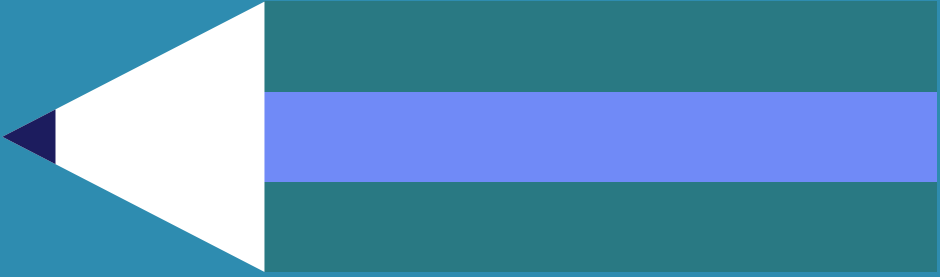


We created a vibrant [video](#) to celebrate the launch of the project in May 2020, and followed it with a concerted social media campaign to drive traffic to our website. There, our would-be Young Storykeepers could find content on story-writing tips, submission guidelines and plenty of inspiring lighthouse facts.

The support from Creative Ireland allowed Great Lighthouses of Ireland partners to develop a platform to engage with young people through a shared interest in lighthouses and all things maritime during these shared difficult months.



Young Storykeepers Campaign



1,293

stories submitted by talented young people between May - Dec 2020



5

volume digital magazine hosted on Great Lighthouses of Ireland & Fighting Words' sites

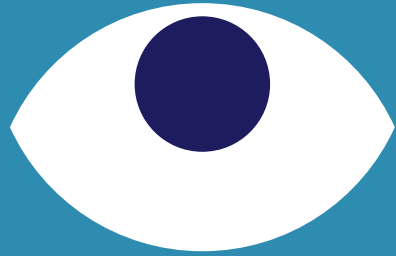
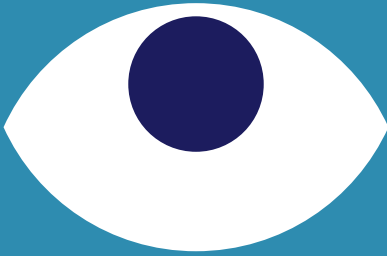
10+

stories became animated videos viewable on YouTube



125%

boost in Great Lighthouses of Ireland's website page views post launch

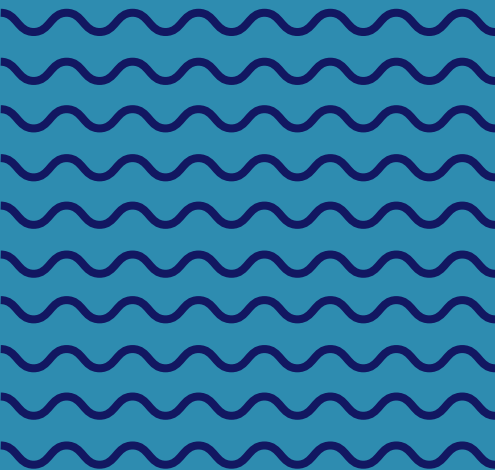


8,300

page views of campaign landing page post launch

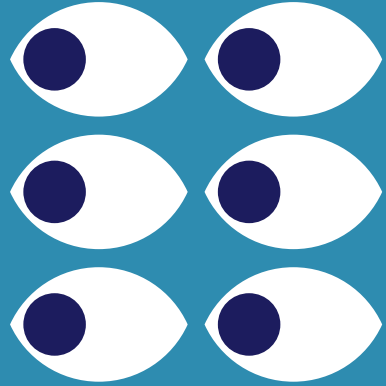
115%

increase in organic search showed public campaign awareness was strong



40,000+

people saw launch video on social,
watched a further **1,500+** times on
YouTube



12,000

impressions on social
of first magazine
volume

680+

users visited the website to download
our free colouring book

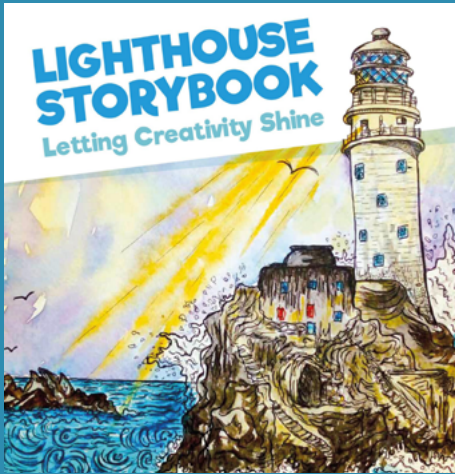




Family passes to lighthouse attractions were issued as reward for submissions

The project communicated the values of Great Lighthouses of Ireland to families and helped to build relationships for the future.

This was a significant project for all involved during an exceedingly difficult time. It delivered over and above what was expected and continues to do so. All the partners valued the chance to support young children and families to be creative and be rewarded for their efforts.



Great Lighthouses of Ireland has built new relationships and will use this as a basis for future collaborations and, as outlined throughout the report, truly valued this partnership with Fighting Words.

The funding from Creative Ireland was critical as this project could not have happened or have been executed so successfully without that vital support.

FIGHTING WORDS



Clár Éire Ildánach
Creative Ireland
Programme
2017–2022



Building on Engagement

Our 2020 efforts online successfully generated new levels of brand awareness and engagement. Across the GLI site and social platforms, we connected with new audiences, grew brand visibility, boosted follower numbers and website visits.

+250,000

page views of
GLI website in 2020

+31%

in Irish users
on the site

+43%

in Facebook
first 3 weeks of
pandemic

5,000

people watched our 'Shine Your Light' video on YouTube. It was 2020's highest reaching post on Twitter and Facebook and was shared by Simon Harris TD, then Minister for Health, and the then US Ambassador, Edward Crawford

3%

reach in
weeks of
emic

+20-30%

in followers across all
social platforms

+110,500+

people watched our
videos on Facebook

Our Future Focus

We have taken stock and consulted with all our partners and stakeholders and recognise that:

- GLI campaigns for the next two years must target and build off domestic market
- Preparation for international business needs to be underway by Q3 of 2021, with planned collaborations with agencies throughout 2021 to target international markets for 2022
- Digital campaigns that deliver sales for each partner remain key to supporting and communicating our experiences – therefore website and social media campaigns remain a priority
- Proactive engagement with all stakeholders such as tourism agencies and public bodies must continue to unlock expertise to deliver motivating visitor experiences
- Collaboration with heritage and culture partners is important and valuable and a number of shared initiatives will be explored
- A renewed emphasis and commitment to a shared sustainable tourism goal and agenda is important



Target Market and Consumer Segments

Since its inception, Great Lighthouses of Ireland has sought to grow by targeting four key domestic segments and two international ones, aligned with those targets of the tourism agencies.

Immediate Market Opportunity

Given the current environment, local visitors, domestic, Republic of Ireland and Northern Ireland segments present the biggest market opportunity and will therefore be a priority.

There may be some scope to reach out to the Culturally Curious and Great Escapers from Britain, especially for Northern Ireland offers, and this will be explored.

Into the Future

Once confidence in international travel is restored, we can look forward to extending our target market to reach and attract visitors from the rest of the UK, followed by Germany and France. We will firmly promote a link with coastal communities and experiences which have a strong appeal for all our visitors.



Connection with the North American markets will be mainly through established tour operators and agents who already programme Ireland and may welcome bespoke experiences for their discerning Free Independent Travelers (FIT). We will therefore continue to keep in contact with the overseas travel trade and media influencers so we can influence their advance programming preparation for 2022 and beyond.

Niche Markets

The lighthouse visitor experience also has significant scope to engage with and attract visitors across a number of niche or expert markets, notably international and specialist lighthouse societies, maritime heritage and education groups. Emerging interests in wellness and also high-end luxury travel may offer some possibilities and a number of collaborations will be pursued in 2021.

Priority Areas of Work

Given the changing circumstances and the high level of uncertainty, we intend to focus on the following key strategic priorities. In doing so, we will position the collective, and each individual partner within it, to achieve their objectives.

Priority 1: Digital Development

Goal:

Great Lighthouses of Ireland is recognised and valued by consumers and partners for its motivating digital campaigns and business impact.

Key Actions:

Design and deliver up to four online consumer campaigns annually.

Design a digital 'Trade Presenter' tool for use by all partners at trade promotions and sales workshops.

Develop new content to support key projects following collaboration with cultural and heritage partners and agencies.

Priority 2: Marketing & Promotion

Goal:

Data and insights inform ongoing development; investment in consumer promotions and publicity initiatives deliver more visitors and more revenue for all partners.

Key Actions:

Develop a suite of GLI Saleable Experiences to support B2B sales and showcase all that the brand has to offer.

Target possible niche/special interest tour business via small groups or FIT by designing the Great Lighthouses of Ireland Itinerary to represent the Grand Tour.

Review plans and investment with promotional partners to ensure value and impact for in both domestic and international markets.

Priority 3: Partnership & Alliance

Goal:

Great Lighthouses of Ireland is valued by all its partners for initiating and securing supports that deliver additional resources to support capital investment, experience development, marketing, and consumer engagement.

Key Actions:

Continue to work with partners and respective national and local agencies to support capital development projects at: Loop; Valentia; new tourism hub and experience at Ionad Deirbhile – Eachléim Heritage Centre, Mayo; and St John's Point, Donegal, in order to share past learnings, interpretive material, brand and valuable consumer insights and tools.

Support partners to deliver quality visitor experiences by providing an annual network and learning event.

Priority 4: Sustainable Tourism Development

Goal:

Partners demonstrate a shared and individual commitment to sustainable tourism in a manner that enhances each business and its contribution to the community and region.

Key Actions:

Design a shared plan that is informed by Great Lighthouses of Ireland's values and brand promise.

Use the international GSTC (Global Sustainable Tourism Council) standard and criteria to map specific action plans.

Establish and resource a Green Team to implement a number of shared actions over the next two years.

Share best practices and insights via partner meetings and website.

The delivery of these areas of strategic priority is underpinned by ongoing cooperation and collaboration between all partners.



Hook Head's David Chapman on Sustainability

At the start of 2017, David Chapman began working at Hook Head Lighthouse as the Catering Manager and it wasn't long before his passion for sustainability began to have an influence. He recognised the levels of waste that the site was creating and it did not sit well with him. So he took it upon himself to make changes to how Hook Head was managed.

"I started going through all the bins. It takes a while to go through everything, just to see where general waste is accumulating from and why it's accumulating. Then I started going through all our supplier lists and seeing who we were buying everything from, why we were buying it, and then looking at the packaging that it was coming in, to see if we could change all of these things as well."

Initially, David's ideas were met with some reluctance, from staff and then from suppliers set in their ways. "It's the old attitude. No one likes change, you know? But you keep banging on the door, and eventually someone will let you in... And now they're all as passionate about it as I am."

Chapman is keen to stress that sustainability is not simply a fix that is applied to a business, but a process of constant refinement. "We have to keep looking at it. It's an ongoing process because everything changes and they keep moving the goalposts as well. What was compostable a week ago might have changed slightly this year. There is also a lot of greenwashing going on, so you have to get down into

what suppliers have, check their code of conduct as well to see if they are doing what they say they are doing. You have to follow it through, see their certification and their accreditation. And all that takes time.”

While there is a money-saving element, often through reduced bin lifts and simple changes like installing timers on boilers and changing electricity suppliers to avail of deals, David does not shy away from the level of commitment required to achieve real results. “To get [a composting service] going, I went around to each restaurant in the whole area and asked them all if they’d be interested in a composting service. They all said they would but no supplier would supply to us. So, I had to go and ring all the different companies and get them to come down and we ended up leaving the one that was out there for years and each supplier in the area, each restaurant, café, hotel for a radius of 15 miles decided to follow with us, so we all went with it. And it forced the companies to introduce the composting bin.”

Given the locations of lighthouses — on coastlines, islands and peninsulas — they need to be particularly careful of what comes onto their sites, knowing that waste can so easily end up in the water, and how long various materials take to degrade. David has made Hook Head rigorous about every delivery and every piece of produce that comes onto their site, from the food they serve their customers to the items in their gift shops. “You have to be dogged about it. Eventually they will come around because no one wants be the rep on the market who says ‘I lost this client because I wouldn’t take away his cardboard.’”

Our Commitment to Sustainable Tourism

Great Lighthouses of Ireland shine a light on unique, breathtaking experiences by linking to our past and protecting our future. We are at the heart of where community, nature and enterprise intersect and we have committed to working together to implement sustainable management systems and support.

We will:

- Share our heritage and culture with all our visitors and stakeholders
- Provide meaningful local jobs and opportunities
- Feature local food and crafts
- Promote Leave No Trace

We are members of [Sustainable Travel Ireland](#) and together we have a roadmap to work towards.



A Public, Private & Community Partnership

Our Partners



Great Lighthouses of Ireland and Irish Lights are grateful for the support and commitment from the following:

