



Fermanagh & Omagh
District Council
Comhairle Ceantair
Fhear Manach agus na hÓmaí

TERMS AND CONDITIONS – SUPPLIER SUBMISSIONS

REQUEST FOR QUOTATION/TENDER FORM

No unauthorised alteration or addition should be made to the Submission documents or to any other of the contract documents. If any such alteration is made, or if these instructions are not fully complied with, the Submission(s) may be rejected.

CLARIFICATIONS PRIOR TO AWARD

Clarification may be sought during assessment of submissions. The Council may require the Supplier to provide further written clarification of any constituent elements of their Submission or any other information which the Council considers relevant, or the Supplier may be required to attend a clarification meeting. Any failure to provide such information when requested, may exclude the Submission from further consideration.

MEETINGS AND REPORTS

The successful supplier shall attend all meetings arranged by the Council for the discussion of matters connected with the performance this contract.

PERIOD SUBMISSIONS ARE TO REMAIN OPEN

All Submissions must remain valid for acceptance for a period of 90 days from the closing date for the submission.

PRICING

The Contract Price shall remain fixed during the contract period. Pricing provided must include all associated costs including travel, no additional charges to those listed on the Submission will be considered. All prices entered on the Submission documentation should be exclusive of VAT and in pounds sterling.

Those submitting Quotations will not be entitled to claim from Fermanagh and Omagh District Council any costs incurred in the preparation of their Quotation, whether or not it is successful.

Fermanagh and Omagh District Council does not bind itself to accept the lowest or any Quotation, and it reserves the right to select such items as it will accept from any Quotation without accepting the whole of that Quotation.

Fermanagh and Omagh District Council is not obliged to consider or accept alternative offers and similarly, offers made subject to additional or alternative conditions will be rejected. Quotations may also be rejected if complete information is not given at time of submission.

SUFFICIENCY OF INFORMATION

The Successful Supplier shall be deemed to have satisfied itself before submitting its Submission as to the accuracy and sufficiency of the prices stated by the Supplier in its Submission which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Submission.

The Council reserves the right to undertake company checks on any proposed supplier.

Should any additions to the Specification as issued be deemed necessary prior to the date for submission of quotations, these will be issued to those invited to quote in the form of Supplementary Schedules and will form part of the contract document.

GENERAL DATA PROTECTION

When the Council asks you for information we will:

- ensure you know why we need it and ask for only what is needed
- protect your personal information and ensure nobody can access it who should not be able to
- take proportionate steps to prevent the loss, misuse or alteration of your personal information
- inform you if we share it with any other organisations unless the law allows us to share it without consent
- ensure we do not keep your personal information longer than is necessary

We have a Data Protection Officer who ensures we respect your rights and follow the law. If you have any concerns or questions about how we look after your personal information, please contact the Data Protection Officer at DPO@fermanaghomagh.com or by calling 0300 303 1777 and asking to speak to the Data Protection Officer.

NATIONAL FRAUD INITIATIVE

Fermanagh and Omagh District Council is required by law to protect the public funds it administers. It may share information provided to it with other bodies responsible for auditing or administering public funds, in order to prevent and detect fraud.

Further information can be viewed on the Council's website.

NORTHERN IRELAND LAW

The contract shall be governed and interpreted in accordance with the laws of Northern Ireland and the supplier and the project partners irrevocably submit to the jurisdiction of the Northern Ireland Courts.

FREEDOM OF INFORMATION ACT 2000

The Council is subject to the terms of the Freedom of Information Act 2000. Suppliers should be aware that the information provided in the completed submission and contractual documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by suppliers will be accepted "in confidence" and the Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

BONA FIDE INFORMATION

Suppliers must ensure that all information provided within their submission is accurate. The inclusion of information which is found to be false or misleading will result in the submission being rejected. Furthermore, in the event that false or misleading information comes to light after the award of the contract, this may result in termination of the contract.

EQUALITY

The supplier shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations (NI) Order 1997, Sex Discrimination (NI) Order 1976 (as amended), Fair Employment and Treatment (NI) Order 1998 and the Disability Discrimination Act 1995 and shall take all reasonable steps to ensure that all servants, employees or agents of the supplier do not unlawfully discriminate.

FAIR EMPLOYMENT AND TREATMENT (NI) ORDER 1998

The supplier shall not be an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998 and shall sign the Declaration and Undertaking annexed hereto (Appendix B). The supplier shall not

sub-contract any services or work to an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998.

FRAUD AND CORRUPTION

Fermanagh and Omagh District Council is committed to carrying out business fairly, honestly and openly and has a zero tolerance towards fraud, bribery and corruption.

The Council requires that all firms who make submissions comply in full with the requirements of the Bribery Act 2010.

The Council has a Fraud and Corruption Policy which is relevant to all Councillors, Employees, Agents, Partners, Contractors, Suppliers, Groups or Individuals and Service Users.

Contracts with the Council are subject to the Prevention of Corruption Acts 1889 and 1916. These Acts make it a criminal offence to give or offer any inducement to a public servant with the intention of influencing him/her in the discharge of his/her duties. Suppliers should therefore take care in dealings with the Employers' staff as offences could lead to the loss of a commission and/or prosecution under the Acts.

Canvassing

The supplier who directly or indirectly canvasses any official of the contracting authority concerning any award in respect of this competition, or who directly or indirectly obtains or attempts to obtain information from such officials concerning the proposed or any other competition will be disqualified.

MERGER, TAKE-OVER OR CHANGE OF CONTROL

The successful supplier shall forthwith inform the Council in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or the successful supplier (being a company as defined in the Companies (NI) Order 1986-1990) shall inform the Council of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. The successful supplier shall comply with any request by the Council for information arising from this Condition.

TERMINATION OF CONTRACT

The Council may terminate this contract by written notice to the successful supplier if the successful supplier, its employees or anyone acting on its behalf:

- Offer, give or agree to anyone any inducement or reward in respect of this or any other Council contract;
- Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with elected members, contractors or employees. Any clause limiting contractor's liability shall not apply to this clause.

UNSATISFACTORY PERFORMANCE

It shall be a condition of the contract that, should the Council determine that the contract is not being satisfactorily performed, the contract may be terminated with 1 months' notice by the council without compensation to the supplier.

SUB-CONTRACTING

Following award, the successful supplier shall not sub-contract or sub-let all or any part of the contract without the consent of Fermanagh and Omagh District Council. The successful supplier shall remain wholly responsible for carrying out and completing the contract.

INVOICES AND PAYMENT

The successful supplier shall submit an invoice to the Council within one month of the completion of the services.

All invoices shall quote the Council's purchase order number and should be emailed to finance@fermanaghomagh.com or forwarded to **The Finance Department, Fermanagh and Omagh District Council, The Grange, Mountjoy Road, Lisnamallard, Omagh, Co.Tyrone, BT79 7BL.**

The successful supplier shall submit with the invoice such records as the Council may reasonably require to verify the information and the amounts referred to in that invoice.

Payment will be made by Bacs in line with the Council's Payments Policy. The successful supplier shall provide to the Council the name and address of their bank, the account name and number, the bank sort code and any other details, in the format required to facilitate electronic payment.

The Council is committed to prompt payment in accordance with statutory legislation and shall aim to pay the successful supplier within 30 days of the receipt of a valid invoice, provided that the Council is satisfied that the services for which the invoice relates have been performed fully in accordance with the Contract.

The Council requires the successful supplier to make payment to any suppliers or authorised subcontractors involved in the delivery of this contract within 30 days of the receipt of a valid invoice, provided that the successful supplier is satisfied that the services for which the invoice relates have been performed fully in accordance with the Contract.

CONFIDENTIALITY

Suppliers shall treat the details of their Submission as Private and Confidential and they must ensure that the Submission content, price or any other figure or particulars concerning their Submission have not been disclosed to any other party.

The successful supplier shall take all necessary precautions to ensure that all confidential information obtained from the Council under or in connection with the Contract:-

- is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Submission as is strictly necessary for the performance of the Submission and only to the extent necessary for the performance of the Submission; and
- is treated as confidential and not disclosed (without prior Council approval) or used by any staff or such professional advisors or consultants otherwise than for the purposes of the Contract.

The Supplier shall ensure that staff or its professional advisors or consultants are aware of the Supplier's confidentiality obligations in relation to Submissions.

The Supplier shall not use any confidential information it receives from the Council other than for the purposes of the Submission.

In the event that the Supplier fails to comply with this Condition, the Council reserves the right to terminate the Contract by notice in writing with immediate effect.

The following Declarations will require certification within Request for Quotation or Tender submissions (Declaration Checklist).

Declarations

Fermanagh and Omagh District Council Mandatory Exclusions

Regulation 23 of the Public Contracts Regulations 2006

The public sector and procurement Directives, as implemented by the Public Contracts Regulation 2006, include a mandatory requirement for contracting authorities to exclude economic operators (Suppliers, Contractors, Consultants and Service providers) from public contracts where they have been convicted of certain offences.

A contracting authority may apply to the relevant competent authority to obtain further information regarding the economic operator and in particular details of convictions of the offences listed if it considers it needs such information to decide on any exclusion referred to.

Please indicate below whether your firm or any of its directors, partners or any other person who has powers of representation, decision or control, have been convicted of any of the following offences (including those which are spent within the meaning of the Rehabilitation of Offenders Act 1974):

1. Conspiracy within the meaning of section 1 or 1a of the Criminal Law Act 1977 or article 9 or 9a of the Criminal Attempts and Conspiracy (Northern Ireland) order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/ JHA
2. 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
- 3a. The offence of bribery, where the offence relates to active corruption;
- 3b. Bribery within the meaning of section 1 or 6 of the Bribery Act 2010
4. 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:-
 - the offence of cheating the Revenue;
 - the offence of conspiracy to defraud;
 - fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978 or the Theft (Northern Ireland) order 1978
 - fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006
 - defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or

- 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, or Section 19 of the Theft Act (Northern Ireland) 1969
 - Fraud within the meaning of Section 2, or 3 or 4 of the Fraud Act 2006
 - Making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of Fraud Act 2006
5. Money laundering within the meaning of Money Laundering Regulations 2003
- 6a. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State
- 6b. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996
- 6c. An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- 6d. any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Any convictions must be declared on the *Declaration Checklist within the Request for Quotation/Tender Submission.*

Fermanagh and Omagh District Council
Fair Employment and Treatment (Northern Ireland)
Act 1998

1. Article 64 of the Fair Employment and Treatment (NI) Order 1998 (“The Order”) provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64 also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.
2. An unqualified person is either an employer who, having been in default in the circumstances specified in Article 62 (1) of the Order, has been served with a notice by the Equality Commission stating that he is not qualified for the purposes of Articles 64 to 66 of the Order, or an employer who, by reasons of connection with an employer on whom has been served a notice to that effect, has also been served with such a notice.
3. Mindful of its obligations under the Order, Fermanagh and Omagh District Council has decided that it shall be a condition of inclusion or retention on its Approved List that a Contractor shall not be an unqualified person for the purposes of Articles 64 to 66 of the Order.
4. Contractors are therefore asked to complete and return this Declaration and Undertaking, to confirm that they are not unqualified persons and to undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with Fermanagh and Omagh District Council to which Article 64 of the Order applies.

Fermanagh and Omagh District Council
Certificate relating to Bona Fide Submission

1. The essence of submissions is that the client shall receive bona fide competitive proposals from all firms bidding. In recognition of this principle, we certify that this is a bona fide proposal intended to be competitive, and that we have not fixed or adjusted the amount of the proposal by or under or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have not:
 - (a) Communicated to a person other than the person calling for these submissions the amount or approximate amount of the proposed quote, except where the disclosure, in confidence, of the approximate amount of the quote was necessary to obtain insurance premium.
 - (b) Entered into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any proposal to be submitted;
 - (c) Offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly or any person for doing or having done or causing or having caused to be done in relation to any other submission or proposed submission for the said work any act or thing of the sort described above.
3. We undertake that we will not do any of the acts mentioned in paragraphs 2a, 2b, 2c above at any time before acceptance or decline of the submission.
4. In this certificate the word "person" includes any person and any body or association, corporate or unincorporate and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Fermanagh and Omagh District Council Equality Declaration

Declaration of Commitment to Promoting Equality of Opportunity and Good Relations

- 1.1 Under Section 75 of the Northern Ireland Act 1998 Fermanagh and Omagh District Council must have due regard to the need to promote equality of opportunity:
 - Between persons of different religious belief, political opinion, racial group, age,
 - marital status or sexual orientation;
 - Between men and women generally;
 - Between persons with a disability and persons without;
 - Between persons with dependants and persons without.
- 1.2 In addition the Council must also have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.
- 1.3 The Council is committed to fulfilling these obligations and is keen to not only to ensure that suppliers of goods and services, contractors undertaking work on behalf of the Council, and groups who receive support from the Council do not act in any way that would contravene the Council's statutory equality duties but also that they help promote equality of opportunity and good relations within their own area of work and organisation.
- 1.4 It is therefore a condition of any offer of grant aid / support or contract for goods or services that the Chief Executive, Managing Director or other authorised person signs, on behalf of their organisation, the declaration below. This declaration will confirm that the organisation is committed to promoting equality of opportunity and good relations and will not act in any way that will undermine the Council's commitment to fulfil its statutory obligations.
- 1.5 The Council will not enter into any contract or provide support / grant aid to any organisation which does not sign the Declaration of Commitment to the Promotion of Equality of Opportunity and Good Relations.

Fermanagh and Omagh District Council Freedom of Information Act

Bidders should be aware that the information provided in the completed submission and contractual documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by bidders will be accepted "in confidence" and Fermanagh and Omagh District Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

Fermanagh and Omagh District Council has no discretion whether or not to disclose information in response to a request under the Freedom of Information Act, unless an exemption applies. Disclosure decisions will be taken by appropriate individuals in Fermanagh and Omagh District Council having due regard to the exemptions available and the Public Interest. Bidders should be aware that despite the availability of some exemptions, information may still be disclosed if the Public Interest in its disclosure outweighs the Public Interest in maintaining the exemption. Bidders are required to highlight information that they include in the submission documents, which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken. In particular, issues concerning trade secrets and commercial sensitivity should be highlighted. Bidders are advised against recording unnecessary information.

In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, Fermanagh and Omagh District Council will **not** accept any contractual term that purports to restrict the disclosure of information held by the Council in respect of the contract or Submission save as permitted by the Freedom of Information Act. The decision whether to disclose information rests solely with Fermanagh and Omagh District Council.

Fermanagh and Omagh District Council will consult with bidders, where it is considered appropriate, in relation to the release of controversial information.

**Fermanagh and Omagh District Council
SAFEGUARDING**

Safeguarding Declaration

Everyone has a responsibility to ensure the safeguarding of children and adults at risk of harm.

Fermanagh and Omagh District Council requires all Submissions to have a Child and Adult Safeguarding Policy in place. If the contractor / hirer does not have such policies in place, then they should revert to the Council's Policies and Codes of Practices.

The Council's Policies and Codes of Practices can be found online at www.fermanaghomagh.com or by contacting the Policy and Strategic Services Unit via telephone: 0300 303 1777, textphone: 028 8225 6216 or via email: finbar.maguire@fermanaghomagh.com.