



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

EXPRESSIONS OF INTEREST FOR PROVISION OF CAFÉ OPERATION AT OMAGH AGRICULTURAL MART

Document 2 of 8

INSTRUCTIONS TO BIDDERS



REFERENCE 2021 CSG EOI 001

Closing date for submission: no later than 12.00 Noon Friday 30 October 2020

This document is one of eight parts, as listed below, which together form the Expressions of Interest information documentation.
Please ensure that no part or page is missing or duplicated.

Document	Title
1	General Information and Requirements This section gives an outline of the requirements, the contract terms and the decision-making process.
2	Instructions to Bidders This section gives instruction on the process and how to submit a Bid
3	Specific Information and Requirements – Mart Canteen, Omagh Agricultural Mart This section details the opportunity, resources and requirements at the Mart Canteen, Omagh Agricultural Mart
SUBMISSION PACKAGE	4 Selection Criterion – Compliance Information This section must be completed by all bidders.
	5 Selection Criterion – Relevant Experience This section must be completed by all bidders
	6 Award Criterion – Service Delivery This section must be completed by all bidders; each opportunity for which you are bidding requires a separate submission although the template for the submission is common to all the opportunities.
	7 Award Criterion – Annual Fee Payable This section must be completed by all bidders; each opportunity for which you are bidding requires a separate submission although the template for the submission is common to all the opportunities.
	8 Checklist This document lists the documents that are required for a submission to be eligible.

SECTION 1: BACKGROUND

1.1 Fermanagh and Omagh District Council has been established as one of the new councils under the Reform of Local Government Programme, which has reduced the number of councils from 26 to 11. Information regarding Fermanagh & Omagh District Council can be found on the Council's website at www.fermanaghomagh.com

SECTION 2: INSTRUCTIONS AND TERMS & CONDITIONS EXPRESSIONS OF INTEREST RETURNS

2.1 The Expressions of Interest shall be made on the prescribed form. The Specification, together with these Instructions, Schedule of Works, all relevant Expressions of Interest documentation and completed Expressions of Interest form shall be forwarded by email, registered post or delivered by hand and a receipt obtained, to arrive **not later than 12 Noon on Friday 30 October 2020**. Please mark the subject line in the email or the envelope top left-hand side as following:

EXPRESSIONS OF INTEREST FOR PROVISION OF CAFÉ OPERATIONS AT OMAGH AGRICULTURAL MART

All Expressions of Interest returns should be made to:

Christine Clingen
Property Services Manager
The Grange
Mountjoy Road
Omagh
BT79 7BL

The Council's representative for this Expressions of Interest shall be Christine Clingen email: christine.clingen@fermanaghomagh.com

Email and Hard copies of the Expressions of Interest submission must be submitted by the deadline.

The Council is not bound to accept the lowest or any Expressions of Interest received.

The contract will be awarded on the basis of the most economically advantageous.

By issuing this Expressions of Interest the Council is in no way committed to selecting any bid or to make any award of contract.

2.2 QUERIES, CLARIFICATIONS & ORAL COMMUNICATIONS

2.2.1 QUERIES

All queries should be emailed to christine.clingen@fermanaghomagh.com no later than **12 noon on Monday 26 October 2020**. Bidders should note that responses to all queries will be emailed to all those downloading Expressions of Interest documents, without identifying the source of the query. Queries should be clearly labelled – **EXPRESSIONS OF INTEREST FOR PROVISION OF CAFÉ OPERATIONS AT OMAGH AGRICULTURAL MART** in the email subject field. Suppliers are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their Bid.

Fax, telephone or oral enquires will **NOT** be accepted. Nor will an email to any other address than the above.

The bidder shall be deemed to have satisfied itself before submitting its Expressions of Interest as to the accuracy and sufficiency of the rates and prices stated in its Expressions of Interest which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's expression of interest.

Where a bidder believes that a clarification is confidential in nature, the request for clarification should clearly identify that the bidder wishes the response to be kept confidential and not circulated to all bidders. In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all bidders at any stage when it believes, at its sole discretions, the clarification should be issued to all bidders.

Fermanagh and Omagh District Council will not enter into detailed discussions on the requirements of this procurement process with individual respondents. Queries may be answered in batches rather than one at a time, with updates appearing at 2 or 3 working day intervals. Responses to queries raised will be e-mailed, using the email address provided when the document is downloaded from the Council's website or email address that is provided at the time of requesting the documents, to all who have requested the documents. Bidders shall seek to clarify any points of doubt or difficulty relating to the documentation before submitting a Bid.

2.2.2 CLARIFICATION

Before submitting an Expressions of Interest, clarification should be sought on any points of doubt. The deadline for receipt of points **for clarification is 12 noon on Friday 26 October 2020**. During the Expressions of Interest period requests for clarification cannot be made by telephone or in person, requests for clarification must be made via e-mail to christine.clingen@fermanaghomagh.com

In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all bidders at any stage when it believes, at its sole discretions, the clarification should be issued to all bidders. All clarification notices will be e-mailed, using the email address provided when the document is downloaded from the Council's website or email address that is provided at the time of requesting the documents, to all who have requested the documents.

Clarification Notices shall become part of the Expressions of Interest and must be treated as such by all bidders.

2.2.3 ORAL COMMUNICATION: Oral discussions will not be considered binding. Bidders shall not make assumptions on any matter nor shall they rely on any statements or representatives made to them by persons acting on behalf of Fermanagh and Omagh District Council unless they are confirmed in writing as an amendment to the Expression of Interest.

2.3 INSTRUCTIONS

2.3.1 Fermanagh and Omagh District Council will not enter into discussions on the requirements of this procurement process with individual respondents.

2.3.2 Queries may be answered in batches rather than one at a time. Queries received after the deadline may not be acknowledged or addressed.

2.3.3 In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all enquirers at any stage when it believes, at its sole discretion, such clarifications are required.

2.3.4 The email address used in an enquiry may be used by Fermanagh and Omagh District Council as the circulation address for all clarifications/additional information. It is the bidder's responsibility to monitor such email traffic.

2.3.5 Clarification Notes shall become part of the Expressions of Interest document and must be treated as such by bidder.

2.3.6 Any bidder wishing to receive feedback on an unsuccessful Expressions of Interest submission should apply in writing to:
Nuala Conlan, Procurement Manager, Fermanagh and Omagh District Council, The Grange, Mountjoy Road, Omagh, Co. Tyrone, BT79 7BL
email: nuala.conlan@fermanaghomagh.com

2.3.7 Bids received after the closing date and time cannot be considered. Fermanagh and Omagh District Council cannot accept any responsibility for postal or delivery delays.

2.3.8 Should any additions to the Specification as issued to bidders be deemed necessary prior to the date for submission of expression of interest, these will be issued to bidders in the form of Supplementary Schedules and will form part of the contract document.

- 2.3.9 Fermanagh and Omagh District Council do not bind themselves to accept the lowest or any Bid.
- 2.3.10 The attached Expressions of Interest must be completed and signed: failure to do this will render the Expressions of Interest invalid.
- 2.3.11 The Council reserves the right to undertake company checks on any proposed supplier.
- 2.3.12 Except insofar as may be directed in writing by the Council, neither the Council nor any agent or servant in its employ has any authority to make any representation or explanation to persons or corporations bidding or desirous of bidding, as to the meaning of the Instructions for Bidding, Specification, or other documents, or as to anything to be done or not to be done by the accepted bidder, or as to these Instructions, or as to any other matter or thing, so as to bind the Council or bind or fetter the judgment or discretion of the Project Manager under the contract in the exercise by him of his powers and duties under the Contract.

2.3.13 **CHECKLIST**

Please ensure you have completed and returned the checklist (Document 8) and enclosed all requested information. Omission of any required information may render the Expressions of Interest invalid.

- 2.3.14 **NON-AWARDS:** Initiation of an Expressions of Interest procedure imposes no obligation on Fermanagh and Omagh District Council to award a Contract. The Council is not liable for any compensation with respect to Quoting parties whose bids have not been accepted. Nor shall it be so liable if it decides not to award the Contract.
- 2.3.15 The Council reserves the right to value, engineer or omit work items contained in these Expressions of Interest documents, prior to contract award, if the project budget has been exceeded

2.4 **TERMS & CONDITIONS**

- 2.4.1 The Council may terminate this contract and recover all losses if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:

Offer, give or agree to anyone any inducement or reward in respect of this or any other contract with the project partners whether alone or in conjunction with elected members, contractors or employees.

Any clause limiting Contractor's liability shall not apply to this clause.

Bidders shall treat the details of this Expressions of Interest document as Private and Confidential and they must ensure that the bid content, price or any other figure or particulars concerning their bid have not been disclosed to any other party.

2.4.2 SUB-CONTRACTING

Following award, the Successful Bidder shall not sub-contract or sub-let all or any part of the contract without the contract documentation being in place.

2.4.3 EXPRESSIONS OF INTEREST FORMS

No unauthorised alteration or addition should be made to the Expressions of Interest Forms, or to any other of the contract documents. If any such alteration is made, or if these instructions are not fully complied with, the bid(s) may be rejected. The Expressions of Interest Form must be completed and signed; failure to do this will render the bid invalid.

All prices entered on the Expressions of Interest documentation should be exclusive of VAT and in pounds sterling.

2.4.4 ARITHMETICAL ERRORS

Where examination of Bids reveals errors or discrepancies which would affect the Expressions of Interest figure(s) in an otherwise successful expression of interest, the bidder will be given details of such errors and discrepancies and afforded an opportunity of confirming or withdrawing his/her offer. There will be no opportunity for any bidder to change their Bided rates. If the bidder withdraws, the next bidder in competitive order is to be examined and dealt with in the same way.

2.4.5 PERIOD EXPRESSION OF INTERESTS ARE TO REMAIN OPEN

Expressions of Interest must remain valid for acceptance for a period of 120 days from the closing date for submission of expression of interests.

2.4.6 EXPENSES AND LOSS

The Council will not be liable for any bids, expenses, work or effort incurred by any bidder in proceeding or participating in this procurement, including the procurement process being terminated.

2.4.7 NORTHERN IRELAND LAW

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

2.4.8 FREEDOM OF INFORMATION ACT 2000

The Council are subject to the terms of the Freedom of Information Act 2000. Bidders should be aware that the information provided in the completed Expressions of Interest 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 the

project partners accept no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

2.4.9 FALSE INFORMATION

Bidders must ensure that all information provided within their Expressions of Interest submission is accurate. The inclusion of information which is found to be false or misleading will result in the Expressions of Interest 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.

2.4.10 DISCRIMINATION

The bidder 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 bidder do not unlawfully discriminate.

2.4.11 FAIR EMPLOYMENT AND TREATMENT (NI) ORDER 1998

The bidder 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 bidder 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.

2.4.12 CANVASSING

The bidder 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.

2.4.13 PREVENTION OF CORRUPTION

This contract is 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. Bidders 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.

2.4.14 BRIBERY ACT 2010

Fermanagh and Omagh District Council require that all firms who submit Bids comply in full with the requirements of the Bribery Act 2010.

2.4.15 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 bidder.

2.4.16 CLARIFICATIONS PRIOR TO AWARD

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

2.4.17 MEETINGS AND REPORTS

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

2.4.18 MERGER, TAKE-OVER OR CHANGE OF CONTROL

The Successful Bidder 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 Contractor (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 Contractor shall comply with any request by the Council for information arising from this Condition.

2.4.19 SUFFICIENCY OF INFORMATION

The Successful Bidder shall be deemed to have satisfied itself before submitting its Expressions of Interest as to the accuracy and sufficiency of the prices stated by the Contractor in its bid which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor'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 Contractor's bid.

2.4.20 PRICING

The Contract Price shall remain fixed during contract period.

Pricing provided must include all associated costs including travel, no additional charges to those listed on the Form of Quotation will be considered. All prices entered on the Bid documentation should be exclusive of VAT and in pounds sterling.

2.4.21 CONFIDENTIALITY

Bidders shall treat the details of this Expressions of Interest Document as Private and Confidential and they must ensure that the bid content, price or any other figure or particulars concerning their Expressions of Interest have not been disclosed to anyone.

The Contractor 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 Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;

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 Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's Confidentiality obligations under this Contract.

The Contractor shall not use any Confidential Information it receives from the Council otherwise than for the purposes of the Contract.

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

2.4.22 DATA PROTECTION

In accordance with the Data Protection Act 2018, Fermanagh and Omagh District Council has a duty to protect any information we hold on you. The personal information you provide here will only be used for the purpose of procurement and payment and will not be shared with any third party unless law or regulation compels such a disclosure or in the processing of external funding applications and associated claims. For further guidance on how we hold your information please visit the Privacy section at www.fermanaghomagh.com/your-council/privacy-statement/