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

TENDER FOR SUPPLIES AND SERVICES 2015/2016

TSS05

PLUMBING & DRAINAGE MATERIALS

Conditions, Specification and Tender Form

CONTACT DETAILS

TSS05 PLUMBING & DRAINAGE MATERIALS

Name of Tenderer: _____

Address: _____

Postcode: _____

Telephone: _____

Mobile: _____ **Email:** _____

***Please note that this email address WILL be used for all tender correspondence with regard to this tender.**

Contact Name (Print in Caps): _____

Position in organisation: _____

Signature: _____ **Date:** _____

Closing date for submission of tender: no later than

12.00 Noon on FRIDAY 29 MAY 2015

LATE SUBMISSIONS WILL NOT BE ACCEPTED

TENDERS FOR SUPPLIES & SERVICES

SECTION 1 : INTRODUCTION & BACKGROUND

INTRODUCTION

Fermanagh and Omagh District Council invite tenders for **TSS05 PLUMBING & DRAINAGE MATERIALS**

The contract will be for an initial period of 1 year from 01 July 2015 until 30 June 2016, with an option to renew for an additional 12 month period at the sole discretion of the Council.

BACKGROUND

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.

Local Government Reform aims to modernise Local Government and make it stronger and more effective. The new council will have a wide range of responsibility for functions and services. The new district is the largest, geographically of the 11 new councils covering of covering 3,015 km^2, however it has the smallest population of any of the Councils with a population of 114,365.

The new Council will operate across a number of locations throughout the new council area, with main offices in both Enniskillen and Omagh, the successful Tenderer will be required to deliver to locations across the new district.

SECTION 2: INSTRUCTIONS TO TENDERERS

- Tender submissions **must** be made using the enclosed Tender Documents, one copy to be retained by the Tenderer for record purposes.

- The Form of Tender must be completed and signed, Tenderers who intend to tender for more than one section must complete a Form of Tender for each section that the Contractor wishes to tender for; f**ailure to do this will render the tender invalid.**

- Please ensure that you have enclosed all requested information. Omission of any required information may render the tender invalid.

- The Council cannot accept any responsibility for postal or delivery delays.

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

- Tenderers will not be entitled to claim from the Council any costs incurred in the preparation of their tender, whether or not it is successful.

- The Council does not bind itself to accept the lowest or any tender, and it reserves the right to select such items as it will accept from any quotation without accepting the whole of that quotation.

- Prices must include the cost of delivery to locations within the Council District.

- **Tenders submitted by fax or electronic mail will not be considered.**

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

- The Contractor shall not be an unqualified person for the purposes of Sections 64 to 66 of the **Fair Employment and Treatment (NI) Order 1998** and the Contractor shall not sub-contract any services or work to an unqualified person for the purposes of Sections 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

- The Contractor **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 Contractor and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate.

Emailed or faxed tenders will not be accepted.

The Council is not bound to accept the lowest or any tender received. The contract will be awarded on the basis of the most economically advantageous.

By issuing this tender, the Council is in no way committed to selecting any tender or to make any award of contract.

QUERIES

All queries should be emailed to tenders@fermanaghomagh.com no later than 12 noon on Tuesday 26 May 15 April 2015. Suppliers should note that responses to all queries will be emailed to all those downloading tender documents, without identifying the source of the query. Queries should be clearly labelled **TSS05 Plumbing & Drainage Materials** in the email subject field. Suppliers are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their tender.

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

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

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

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.

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 supplier's responsibility to monitor such email traffic.

Clarification Notes shall become part of the tender document and must be treated as such by tenderers.

Tenders must pay careful attention to the requirements / Specification detailed in the schedule in relation to quantity & quality, if the Tender price submitted is based on a unit size / quantity other that that detailed on the schedule the Tenderer must clearly detail the unit / size that they are tendering for in the comments box. If no details are provided by the Tenderer the Tender will be assessed on the basis that the Tender is submitting based on the schedule requirement, if this is found not to be accurate following award, the Tenderer will be removed from the Tender List for that item with immediate effect & the item will be awarded to the next supplier in order for that item.

Any Supplier wishing to receive feedback on an unsuccessful tender 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

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

- Tenders must be returned by post or by hand no later than **12 Noon on Friday 29 May 2014**,
- **Tenders received after this time will not be accepted.**
- The completed Tender document must be returned in a sealed envelope, which should be clearly marked as **Tender for Supplies and Services, clearly stating the relevant section number and description** in the top left hand corner of the envelope. Each section tendered for **must** be returned in a separate clearly marked envelope. The envelope should not bear any company name or other distinguishing marks. All Tender Submissions must be addressed to:

Mr Brendan Hegarty

Chief Executive

Fermanagh and Omagh District Council

The Grange

Mountjoy Road

Omagh

Co Tyrone

BT79 7BL

SECTION 3: EVALUATION OF TENDERS

Evaluation of the tender submissions will follow a two stage process.

Stage 1: EXCLUSION CRITERIA

Applicants must successfully pass all elements in this stage to enable their submission to progress to the next stage of assessment.

a. Mandatory Exclusion(s) **Pass / Fail** This will be assessed based on responses to Appendix A.

b. Fair Employment & Treatment **Pass / Fail** This will be assessed based on responses to Appendix B.

c. Bone Fide Tendering **Pass / Fail** This will be assessed based on responses to Appendix C.

d. Equality Declaration **Pass / Fail** This will be assessed based on responses to Appendix D.

e. Freedom of Information **Pass / Fail** This will be assessed based on responses to Appendix E.

Stage 2: AWARD CRITERIA

Each item that meets the specification will be assessed based on Price, the Council reserves the right to where applicable assess tender prices for a number of related items or a full Lot, to facilitate awarding the tender to the most economically advantageous tender for that group of products.

The Tenderer who submits the lowest price for an item, group of items or Lot will be awarded the contract in 1st rank order, a 2nd rank order supplier will also be awarded as a reserve supplier and this supplier will be asked to supply in the event that the 1st rank supplier cannot supply within the required timeframe.

SECTION 4 GENERAL CONDITIONS OF CONTRACT

1. All Tender sections included are for the use of Council Departments orders may be placed independently by each Council department. Delivery should be included to locations within the Council area.

2. All tender prices are to be fixed for the initial 12 month period following award and no variation or increase shall be accepted during that period and tenderers are required to price accordingly. Should the Council exercise the option to renew no claim for an increase in price will be considered unless requested in writing by the Contractor. Such requests are to be made at least one month in advance of the renewal and such claim must be supported by written evidence of a manufacturer's price increase or increase in the price of the basic material required in the manufacture of the product. The revised price will then be considered in relation to those submitted by other Contractors at the time of tender and a decision then made regarding acceptance or rejection. The price will be fixed for the option to renew period.

   Pricing provided must include all associated costs including delivery or travel, no additional charges to those listed on the Form of Quotation will be considered.

3. A Contractor may tender for any number of the items contained in the schedule. The Council may where applicable assess tender prices for a number of related items or a full Lot, to facilitate awarding the tender to the most economically advantageous tender for that group of products.

4. The Contractor shall be liable for and shall indemnify the Council against loss, liability, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of any negligence, omission or default of the Contractor, his servants or agents or of any Sub-Contractor employed by him.

5. All materials must comply with the latest British or European Standards where applicable, and the Contractor shall be deemed to warrant and guarantee in his tender document that the latest British or European Standards has been considered in the tender price. Certificates, samples and tests for the various materials shall be deposited and/or carried out as directed by the Council at the Contractor's

expense. Any materials not conforming to British Standards and appropriate tests will be rejected and the Council shall have the power to make a compensating reduction in the contract price for any materials already used which are found not to be in accordance with these tests

6. Payment for materials supplied shall be made upon verification of receipt of goods/ services to the specification indicated in the tender. To ensure prompt payment, Invoices, quoting the **Official Order Numbers**, should be submitted by Contractors to:
The Finance Department, Fermanagh and Omagh District Council, The Grange, Mountjoy Road, Omagh, Co.Tyrone, BT79 7BL

or by email to finance@fermanaghomagh.com

The successful Tenderer shall furnish the Council with a Delivery Note giving the number of each order and the particulars of the Goods supplied which shall accompany each delivery of the said Goods.
When after delivery any of the Goods are rejected, those Goods shall for the purposes of the contract be considered as not having being delivered and the property in those Goods shall return to the Tenderer from the Council, this clause shall have effect only when the Contractor has received notice of rejection.
The Successful Tenderer 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.

The Successful Tenderer shall provide to the name and address of his bank, the account name and number, the bank sort code and any other details, in whatever format the Council may require to facilitate electronic payment.
The amount payable to the Successful Tenderer shall be inclusive of all costs of staff, facilities, equipment, materials, delivery and all other expenses whatsoever incurred by the Contractor in discharging his obligations under the Contract

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

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

Any quantity of Goods supplied in excess of that ordered and all empties shall be returned at the Contractor's risk and expense unless otherwise stated.

The Council reserves the right to withhold payment of any Invoice where further details, checking, etc. are required before payment can be certified. The Contractor must submit invoices on a monthly basis. Invoices must be submitted no later than 3 months after delivery / completion of an order.

7. The supply of materials, etc. in accordance with the Specification and to the satisfaction of the Council shall be deemed to be the essence of the contract and should the contract fail in that respect the Council may: (a) without terminating the Contract, purchase goods elsewhere, the additional cost of which shall be recoverable from the Contractor, the amount of the claim to be certified by the Council (b) if a Senior Officer of the Council shall certify in writing to the Council that, in his/her opinion the Contractor is not satisfactorily fulfilling the Contract, terminate the said Contract by 1 month's notice in writing to that effect.

8. Where the Contractor delivers incorrect items / unauthorised alternatives against an order, the items must be collected at the Contractor's expense. Where an invoice has already been raised for the items a corresponding credit note must be forwarded to the Finance department

9. **No guarantee** can be given that any of the materials will be required during the period covered by the tender or that any particular quantity will be ordered.

10. A sample of materials may be required for inspection at the Council Offices before any tender is accepted. **The tenderer will be informed if this Condition is necessary after the receipt of the tender.**

11. The Council shall have the option to renew for a further 12 month period without re-advertising, the initial contract entered into between it and the Contractor at the sole discretion of the Council. Prior to any decision to renew the council may consider performance of the Contractor during the first year of contract between the Council and the Contractor and also in terms of quality, delivery and the overall observance and performance of the Contractor in relation to the general terms and conditions of the contract initially entered into between the Council and the Contractor. Should the Option to renew be exercised by the Council all tender prices are to be fixed during the extension period.

12. The Council may terminate this contract and recover all its losses if the contractor, its employers or anyone acting on the contractor's behalf do any of the following:- (a) offer, give or agree to anyone any inducement or reward in respect of this or any other Council contract; (b) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees. Any clause limiting contractor's liability shall not apply to this clause

    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. Tenderers 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.

13. Following award the Successful Tenderer shall not sub-contract or sub-let all or any part of the contract without the consent of the Council. The Successful Tenderer shall remain wholly responsible for all supplies / works included within their Tender Submission

14. The Council is subject to the terms of the Freedom of Information Act 2000. Tenderers should be aware that the information provided in the completed tender 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 tenderers will be accepted “in confidence” and the Council will accept no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act

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

16. The tenderer 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 tenderer and all sub-contractors employed in the execution of the contract do not unlawfully discriminate.

17. The tenderer 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 tenderer 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.

18. The Council requires that all organisations who submit tenders comply in full with the requirements of the Bribery Act 2010.

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

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

20. Where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, the tenderer 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 tenderer to change their tendered rates. If the tenderer withdraws, the next tenderer in competitive order is to be examined and dealt with in the same way.

21. Tenders must remain valid for acceptance for a period of 90 days from the closing date for submission of tenders.

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

23. The contract shall be governed and interpreted in accordance with the laws of Northern Ireland and the tenderer and the Council irrevocably submit to the jurisdiction of the Northern Ireland Courts.

24. The tenderer 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.
25. 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 tenderer.

26. In the Event that the Tenderer ranked in first preference is unable to supply on any occasion the goods within the required time frame the Council may order those goods from the Tenderer ranked as second preference. In the event that the supplier ranked as first preference is unable to supply the

goods within the required time frame on more that 3 occasions within the contract period the Council may remove that item from the first preference supplier and award to the next Tenderer in price order.

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

28. The Successful Tenderer 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.

29. 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.

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

FORM OF TENDER

TENDERS FOR SUPPLIES & SERVICES 2015/2016 – TSS05 PLUMBING & DRAINAGE MATERIALS
01 JULY 2015 – 30 JUNE 2016 WITH OPTION TO RENEW AT SOLE DISCRETION OF THE COUNCIL FOR AN ADDITIONAL 12 MONTH PERIOD

I/We the undersigned hereby undertake and agree to supply the materials/carry out the work against which I/We placed my/our tendered prices in accordance with the Conditions of Contract and Specification.

I/We understand that the Council reserves the right to consider only tenders from persons or firms who are established suppliers or manufacturers of the specified materials or products.

I/We agree that the Council will not be held liable for the payment of accounts except against an **Official Order**

Signed: _____ On behalf of (Name of Firm) _____

Please Print Your
Name Here _____ Postal Address _____

Dated: _____ _____

_____

(Please Print Above Details)

Telephone Number _____(Normal Office Hours) Fax Number _____

Telephone Number _____ (After Hours)

Email Address _____ (This email address may be used for correspondence relating to this contract)

Email Address to be used for the receipt of Purchase orders _____

IMPORTANT: IT SHOULD BE NOTED THAT IF THE FORM OF TENDER FOR EACH TENDER SECTION IS NOT FULLY COMPLETED AND SIGNED IT WILL RENDER THE TENDER INVALID

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

Appendix A

Fermanagh and Omagh District Council
Mandatory Exclusions – Tenders

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 to be declared: *(Please circle as appropriate)*

YES

NO

Signed: _____

Dated: _____

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

Appendix B

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

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.

I/we ……..hereby declare that I am/we
are not unqualified for the purposes of Article 64 to 66 of the Fair Employment and Treatment (Northern Ireland) Act 1998. I/we undertake forthwith to inform Fermanagh and Omagh District Council should any notice stating that I am/we are unqualified be served upon me/us by the Equality Commission.

Signed: ……... Dated: ……...
For and on behalf of

……..……

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

Appendix C

Fermanagh and Omagh District Council
Certificate relating to Bona Fide Tender

1. The essence of submitting tenders is that the client shall receive bona fide competitive tender from all firms bidding. In recognition of this principle, we certify that this is a bona fide tender intended to be competitive, and that we have not fixed or adjusted the amount of the tender 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 tenders 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 tenders required for the preparation of the tender ;
   (b) Entered into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any tender 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 tender or proposed tender 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 this tender.

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.

I / We * …….have read and now understand the requirements of the tender system in relation to bona fide compliance as detailed in the attached ‘Certificate Relating To Bona Fide tender ’.

Signed: ……... Dated: ……...

For and on behalf of ……

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

Appendix D

Fermanagh and Omagh District Council
Equality Declaration

Declaration of Commitment to Promoting Equality of Opportunity and Good Relations

1.

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.

We (insert name of firm):_____

Recognise Fermanagh and Omagh District Council's duty to 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,

and to have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.

We undertake not to act in any way that would contravene the Council's statutory obligations and are committed to promoting good relations and equality of opportunity in all our activities (including in the recruitment, promotion and training of all our staff).

Signed by:_____

Name in block letters_____

Position in Firm: _____

Date: _____

On behalf of: _____

(name of firm)

Address: _____

_____



Appendix E

Fermanagh and Omagh District Council
Freedom of Information Act

Bidders should be aware that the information provided in the completed tender 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 tender 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 tender exercise 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.

I/we have read and now understand the requirements in relation to freedom of information as detailed on the attached information sheet.

Signed:……Dated: ……

For and on behalf of

……

……

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

Appendix F

The Bribery Act 2010.
Fermanagh and Omagh District Council
Statement of Commitment.

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

Fermanagh and Omagh District Council expects full compliance with the requirements of the Bribery Act 2010 from Councillors, Employees, Agents, Partners, **Suppliers** and Groups or Individuals applying for, or in receipt, of grant aid.