



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

INVITATION TO TENDER

**TENDER FOR SUPPLY OF CORPORATE UNIFORM FOR
FERMANAGH AND OMAGH DISTRICT COUNCIL**

TENDER REFERENCE 15 TNDR HR 001

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CONTACT INFORMATION

<p>TENDER FOR SUPPLY OF CORPORATE UNIFORM FOR FERMANAGH AND OMAGH DISTRICT COUNCIL</p>

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): _____

Signature: _____ Date: _____

Closing date for submission of tender: no later than 12.00 Noon

ON WEDNESDAY 27 MAY 2015

LATE TENDERS WILL NOT BE ACCEPTED

SECTION 1: INTRODUCTION & BACKGROUND

1.1 INTRODUCTION

Fermanagh and Omagh District Council invite tenders for the Supply & Delivery of a Corporate Uniform along with fitting service for a period of two years from the date of award, with the option to extend for an additional 12 month period at the sole discretion of the Council.

1.2 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 including Community Health & Leisure, Environment & Place including Waste Management, Licensing along with a range of Corporate Services. In addition the new council will also deliver additional services and have new responsibilities and powers, which include the lead role in Community Planning, delivering on a new Power of General Competence and assuming responsibility for delivery of Planning, Regeneration, off Street Car Parking and other new functions.

The new district is the largest, geographically of the 11 new councils covering of covering 3,015 km², 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 provide fitting services at both locations.

SECTION 2: TENDER REQUIREMENTS

2.1 TENDER REQUIREMENTS

Fermanagh and Omagh District Council wish to appoint an organisation to supply a Corporate Uniform to reflect and reinforce the corporate identity of the new organisation.

The contract period will run for two years from the date of award, with the option to extend for an additional 12 month period at the sole discretion of the Council. It is anticipated that the uniform will be in place no later than 1st September 2015. (Earlier if possible).

The initial number of Uniforms required for roll out on 1st September 2015 will be approximately 200 (exact numbers required will be confirmed with the successful Tenderer)

It is anticipated that the Council will provide staff with a number of core items of Uniform (**Female - 1 x Jacket, 2 x Skirt / Trousers, 3 x blouse and Male – 1 x Jacket, 2 x Trousers, 3 x Shirt, 2 x Tie**) and staff will then have the opportunity to select additional core items or optional items which they will pay for.

The successful Tenderer will be required to facilitate fitting days for staff based in both Enniskillen and Omagh for the selection of uniform items & sizes, a full range of styles & sizes must be available for fitting.

Following the initial roll out of the Uniform across the organisation the successful Tenderer will be required to supply & deliver uniform as required to meet the needs of the organisation in terms of any new staff requirements or additional items required by staff.

The successful organisation will be required to provide a point of contact who will deal with orders and any queries which may arise throughout the duration of the contract.

SECTION 3: TENDER INSTRUCTIONS & TERMS

3.1 TENDER RETURNS

All relevant tender documentation and completed Tender Form shall be forwarded by registered post or delivered by hand and a receipt obtained, in an envelope clearly marked as follows, to arrive **not later than 12 Noon on Wednesday 27 May 2015**.

Please mark the top left hand side of envelope as following:

TENDER FOR:- TENDER FOR SUPPLY OF CORPORATE UNIFORM

All tender returns should be made to:

Mr Brendan Hegarty
Chief Executive
Fermanagh and Omagh District Council
The Grange
Mountjoy Road
Omagh
County Tyrone
BT79 7BL.

The Council's representative for this purchase shall be Thelma Browne email:
tenders@fermanaghomagh.com

Two Hard copies of the tender submission must be submitted by the deadline along with a CD containing a full electronic copy of your submission.

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.

3.2 QUERIES

All queries should be emailed to tenders@fermanaghomagh.com no later than 12 noon on Friday 22 May 2015. Tenderers 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 – **CORPORATE UNIFORM TENDER** 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.

3.3 INSTRUCTIONS

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.

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 Council cannot accept any responsibility for postal or delivery delays.

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

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

Fermanagh and Omagh District Council do not bind themselves to accept the lowest or any tender.

The attached Form of Tender must be completed and signed: failure to do this will render the tender invalid.

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

3.4 TERMS & CONDITIONS

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.

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

Fermanagh and Omagh District Council reserve the right to select any of the items of Uniform listed, but may not select all.

SUB-CONTRACTING

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

ETHICAL SOURCE OF SUPPLY

All items of Uniform must be supplied from Ethical supply sources where the working conditions meet the standards of the International Labour Organisation and the Universal Declaration of Human Rights. Any breach of this requirement shall result in immediate termination of the contract.

DELIVERY, INVOICES AND PAYMENT

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.

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 Successful Tenderer shall submit an invoice to the Council within twenty-eight days of the completion of the Services. All invoices shall quote the purchase order

number and Invoices and Advice Notes should state clearly the name of the employee the uniform relates to.

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 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 Services for which the invoice relates have been performed 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.

All invoices relating to this contract must be forwarded 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

TENDER FORM

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.

TENDER CHECKLIST

Please ensure you have completed and returned the tender checklist (Appendix G) and enclosed all requested information. Omission of any required information may render the tender invalid

ARITHMETICAL ERRORS

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.

PERIOD TENDERS ARE TO REMAIN OPEN

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

EXPENSES AND LOSS

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.

NORTHERN IRELAND LAW

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

FREEDOM OF INFORMATION ACT 2000

The Council are 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 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.

FALSE INFORMATION

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.

DISCRIMINATION

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 do not unlawfully discriminate.

FAIR EMPLOYMENT AND TREATMENT (NI) ORDER 1998

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.

CANVASSING

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.

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. 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.

BRIBERY ACT 2010

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

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 tenderer.

CLARIFICATIONS PRIOR TO AWARD

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.

MEETINGS AND REPORTS

The Successful Tenderer shall attend all meetings arranged by the Council for the discussion of matters connected with the performance of the Services.

MERGER, TAKE-OVER OR CHANGE OF CONTROL

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.

SUFFICIENCY OF INFORMATION

The Successful Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the prices stated by the Contractor in its tender 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 tender.

PRICING

The Contract Prices 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.

CONFIDENTIALITY

Each Party:-

Shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

Shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

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.

DELIVERY, INVOICES AND PAYMENT

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.

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 Contractor shall submit an invoice to the Council within twenty-eight days of the completion of the Services. All invoices shall quote the purchase order number and Invoices and Advice Notes should state clearly the name of the employee the uniform relates.

The Contractor 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 Contractor shall provide to each Council 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 Contractor for the performance of the Services shall be inclusive of all costs of staff, facilities, equipment, materials 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 Contractor 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 Contractor to make payment to any Suppliers / named Sub Contractors 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.

All invoices relating to this contract must be forwarded 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

TENDER FORM

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. Prices must include all costs including the cost of delivery of all equipment and travel.

ORAL COMMUNICATION

Oral discussions will not be considered binding. Tenderers shall not make assumptions on any matter nor shall they rely on any statements or representations 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 tender.

EXPENSES AND LOSS

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.

SUFFICIENCY OF INFORMATION

The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the prices stated by the Contractor in its tender 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 tender.

PRICING

The Contract Price shall remain fixed during contract period.

SECTION 4: EVALUATION OF TENDER

Evaluation of the tender submissions will follow a three stage process

4.1 STAGE 1 COMPLIANCE

This stage will be assessed on a pass / fail basis using the following criteria.

- 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.
- f. Insurance **Pass / Fail** This will be assessed based on responses to Appendix F.

The successful Tenderer will be required to hold the following levels of insurance throughout the duration of the contract: Employer's (£10 million)& Public (£5 million),.

In the event that your organisation does not have adequate insurance cover at the time of application, please confirm in writing that you are willing to put in place the required cover if your submission is successful.

- g. Compliance with the Specification **Pass/ Fail**
Please complete section 6, clearly demonstrating how your proposal meets each element of the specification

Only those submissions which achieve a pass in all sections at Stage 1 will progress to Stage 2 assessment

4.2 STAGE 2 SELECTION CRITERIA

Applicants will be assessed on a pass / fail basis against the following criteria.

Only those who gain a pass in all sections will proceed to the next stage of assessment

A. Experience **Pass / Fail** This will be assessed based on details of up to 3 similar contracts provided to other similarly sized organisations within the last 3 years.

Please provide:-

- i) name and address of client organisation
- ii) number of Uniforms supplied and contract value
- ii) contract award date and duration
- iii) a brief description of the project (one A4 page perproject)
- iv) contact name and telephone number

Please note that contacts provided may be contacted during the assessment process. Assessment will be based on the first 3 project examples listed only.

Please complete Appendix I

B. Economic and Financial Standing **Pass/ Fail**

This will be assessed based on a statement from your company's bank or auditor dated no earlier than 01March 2015 on the company's financial standing over the last three years, together with the company's three most recent years audited accounts **and** the unaudited accounts for your most recent financial year to reflect your current financial position

4.3 STAGE 3 AWARD CRITERIA

A. Price **60%**

Assessment will be based on core uniform for 200 staff (please note this is not confirmation of exact requirement)

Prices quoted must be inclusive of all associated costs including travelling. No additional costs to those quoted on your Form of Tender will be considered.

The maximum mark will be awarded to the bidder submitting the lowest acceptable price. Other suppliers will then be awarded a pro rata percentage using the following formula:

Available marks [60%] x Lowest acceptable price

Bidder's price

This score will be added to that obtained for Quality and the bidder with the highest overall score will be awarded the contract.

B. Quality

Only those submissions which achieve a score of 3 out of 5 (weighted score 12 - Satisfactory) or above will be considered. Any submissions which achieve 2 out of 5 (weighted score 8) or less against any quality criteria will be deemed less than Satisfactory and will be disqualified from the assessment process.

- (i) **Quality of Fabric & Design/Range of proposed uniform** **20%**
(weighting factor 4)

Please provide fabric specification & swatch for proposed fabrics along with images of the uniform range proposed.

- (ii) **Service Delivery** **20%**
(weighting factor 4)

Please provide details of your proposed service delivery. Your response should address but not be limited to the following key areas:

Measuring/Fitting Service: Detail measuring/fitting service provided by your company – this is required on Council premises.

Returns Policy and After Sales Service: Give details of your returns policy and after sales service.

Your response should also address how you propose to service the orders for non core items of uniform & optional extras directly to staff.

Please complete Appendix J

Responses to criteria above will be assessed using the following scoring indicators, your response will receive a score out of 5 inline with the indicators and will then be multiplied by the weighting factor detailed against each of the criteria, these weighted scores will be added to your price score, to give your overall assessment score out of a maximum of 100%

Scoring Indicators:

Assessment	Score	Indicators
Excellent	5	The submission provided is of excellent relevance and is fully supported by a comprehensive Level of detail No omissions and / or weaknesses identified
Good	4	The submission provided is of good relevance and is well supported by a good level of detail Only minor omissions and / or weaknesses identified
Satisfactory	3	The submission provided is of satisfactory relevance and is

		supported by an adequate level of detail Some omissions / and or weaknesses identified
Limited	2	The submission provided of limited relevance and partially detailed Several material omissions / and or weaknesses have been identified
Poor	1	The submission provided is of poor relevance and is inadequately detailed Major omissions / and or weaknesses have been identified
Nil response/ Very Poor	0	No response or unacceptable information provided.

Only those submissions which achieve a score of 3 out of 5 (weighted score 12 - Satisfactory) or above will be considered. Any submissions which achieve 2 out of 5 (weighted score 8) or less against any quality criteria will be deemed less than Satisfactory and will be disqualified from the assessment process.

Please note that Fermanagh and Omagh District Council is not bound to accept the lowest, or any Tender received

SECTION 5: SPECIFICATION**Submissions must meet all element of the**

Specification	Please clearly detail how your proposal meets the requirements of the Specification	Compliant Yes / No
All items of Uniform must be supplied from Ethical supply sources where the working conditions meet the standards of the International Labour Organisation and the Universal Declaration of Human Rights.		
Material must be comfortable to wear and durable; preferred type of material for the jackets, skirts and trousers is good quality polywool; ; blouse/shirt material - polycotton or polyester. Please detail proposed fibre contents for each item of Uniform		
A range of styles should be offered.		
All items should be machine washable and allergy tested.		
Jackets, Trousers & Skirts should be Black, Navy or Grey, the uniforms must include and complement the Council's corporate colours.		
The uniform must comply with HMRC uniform requirements and therefore 'tax tabbing' must be included on all items		

of uniform.		
The Council will require the successful tenderer to carry out uniform measuring/fitting on Council premises in both Enniskillen & Omagh		

SECTION 6: PRICING SCHEDULE -CORPORATE UNIFORM**2015-2017****PART 1 – FEMALE ITEMS**

STYLE& LENGTH (IF APPLICABLE)	TYPE & WEIGHT OF MATERIAL	UNIT PRICE (EX. VAT)
Jacket:		
Trousers:		
Skirt:		
Blouse:		
Optional Extras: <ul style="list-style-type: none"> - Scarf - Fleece - Waistcoat 		

PART 2 – MALE ITEMS		
STYLE & LENGTH (IF APPLICABLE)	TYPE & WEIGHT OF MATERIAL	UNIT PRICE (EX. VAT)
Jacket:		
Shirt:		
Trousers:		
Tie		
Optional Extra: Fleece		
PART 3- TAX TABS Cost of Tax Tabs on each of the above Items: Per Item _____ Per Job Lot _____ Delivery Charge (if any) for additional items of uniform during tender period _____		



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FORM OF TENDER FERMANAGH AND OMAGH DISTRICT COUNCIL

I/ We offer to Supply, and deliver corporate Uniform for Fermanagh and Omagh District Council

Female Uniform

Jacket £_____ Sterling Ex VAT

Trousers £_____ Sterling Ex VAT

Skirt £_____ Sterling Ex VAT

Blouse £_____ Sterling Ex VAT

Optional items

Scarf £_____ Sterling Ex VAT

Fleece £_____ Sterling Ex VAT

Waistcoat £_____ Sterling Ex VAT

Male Uniform

Jacket £_____ Sterling Ex VAT

Trousers £_____ Sterling Ex VAT

Shirt £_____ Sterling Ex VAT

Optional item

Fleece £ _____ Sterling Ex VAT

I/We understand that the lowest or any tender submitted will not necessarily be accepted and that Fermanagh and Omagh District Council will not be responsible for any expense incurred by competing parties in the preparation of their tenders.

I/We agree that this tender shall remain open for acceptance for not less than 90 days from the date fixed for the lodgement of tenders.

Company _____

Name _____

Signature of Tenderer _____

email _____

Registered Address _____

VAT Registration Number _____

Date _____



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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
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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/wehereby 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
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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
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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 – Tenders

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

.....

Appendix F

Fermanagh and Omagh District Council

Insurance Information

Please confirm the level of Insurance cover currently in place.

Section One. Insurance.	
A. Public/Products Liability Insurance Minimum £5 million	Yes/No*
Limit of cover: Public Liability	£
Product Liability	£
Insurance company name	
Broker name and address	
Expiry date	
B. Employer Liability Insurance Minimum £10 million	Yes/No*
Limit of cover	
Insurance company name	
Broker name and address	

* Delete as appropriate– if No please provide further details

¹ To be completed as appropriate depending on the nature of the contract.

Signed: Date:

Duly authorised to sign for and on behalf of:

.....

.In the event that your firm does not have the required level of insurance cover at the time of application, please confirm in writing that you are willing to put in place the required cover if your submission is successful. Please note evidence of Insurance cover will be required at Award Stage.

.....

.....

Appendix G**FERMANAGH AND OMAGH DISTRICT COUNCIL****TENDER CHECKLIST**

To facilitate the needs of the Council in the valuation process, all proposals submitted must complete/submit the following information. Failure to supply all or any part of the requested information in the required format may result in a proposal being excluded from the evaluation process.

Included

(Please Tick)

Completed and signed Tender document -

Two hard copies of the tender and one copy on CD ☐

Stage 1**Appendices A – F**

- | | | |
|----|--------------------------------|--------------------------|
| a. | Mandatory Exclusion (s) | <input type="checkbox"/> |
| b. | Fair employment and Treatment | <input type="checkbox"/> |
| c. | Bona Fide Tendering | <input type="checkbox"/> |
| d. | Equality Declaration | <input type="checkbox"/> |
| e. | Freedom of Information | <input type="checkbox"/> |
| f. | Public and Employers Liability | <input type="checkbox"/> |
| g. | Compliance with Specification | <input type="checkbox"/> |

Please note failure to submit appendices and evidence of registration to carry out audit work will result in a fail at this stage and your Tender will therefore not be evaluated further.

Stage 2

Details of three similar projects provided to other similarly sized organisations within the

last 3 years. ☐

Evidence of Financial Stability ☐

Stage 3

Price response

☐

Quality response

☐

It is your responsibility to submit the necessary documents to enable Fermanagh and Omagh District Council to evaluate your tender. This checklist is for your guidance only.

Signed _____ Date _____



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Appendix H

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.

Appendix I – Relevant Experience

Project 1		
Title	[Enter text here]	
The Project Value	£ [Enter text here]	
Start date (mth/yr) & Contract duration	[Enter text here]	
Client	[Enter text here]	
Client Contact Name, Telephone and Email Details	[Enter text here]	
Client size & sector, number of uniforms	[Enter text here]	
Please use this text box to describe the project (max 1 A4 Arial font 12)		

Appendix I – Relevant Experience

Project 2		
Title	[Enter text here]	
The Project Value	£ [Enter text here]	
Start date (mth/yr) & Contract duration	[Enter text here]	
Client	[Enter text here]	
Client Contact Name, Telephone and Email Details	[Enter text here]	
Client size & sector, number of uniforms	[Enter text here]	
<p>Please use this text box to describe the project (max 1 A4 Arial font 12)</p>		

Appendix I – Relevant Experience

Project 3	
Title	[Enter text here]
The Project Value	£ [Enter text here]
Start date (mth/yr) & Contract duration	[Enter text here]
Client	[Enter text here]
Client Contact Name, Telephone and Email Details	[Enter text here]
Client size & sector, number of uniforms	[Enter text here]
<p>Please use this text box to describe the project (max 1 A4 Arial font 12)</p>	

Appendix J

Service Delivery -Please provide details of the your proposed services delivery your response should address but not be limited to the following key areas:

Measuring/Fitting Service: Detail measuring/fitting service provided by your company – this is required on Council premises.

Returns Policy and After Sales Service: Give details of your returns policy and after sales service:

Your response should also address how you propose to service the orders for non core items of uniform & optional extras directly to staff.

20% (Weighting Factor 4)

Please use this text box to describe the project (max 2 A4 Arial font 12)