

INVITATION TO TENDER

TENDER FOR HAULAGE OF BULK WASTE

TENDER REFERENCE: 15 TNDR WASTE 001

CONTACT INFORMATION TENDER FOR HAULAGE OF BULK WASTE

15 TNDR WASTE 001

Name of Tenderer:	
Address:	
Postcode:	
Telephone:	Mobile:
	address WILL be used for all tender vith regard to this tender.
Contact Name (Print in Caps):	
Signature:	Date:
Closing date for submiss	sion of tender: no later than

12 noon on Wednesday, 9 September 2015

Late Tenders will not be accepted

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SECTION 1: INTRODUCTION & BACKGROUND

INTRODUCTION

Fermanagh and Omagh District Council invite tenders for the Haulage of Bulk waste from Gortrush Transfer Station, Unit 2 Gortrush Ind Est, Great Northern Rd, Omagh to Tullyvar Landfill Site, 130 Tullyvar Rd, Aughnacloy for a one year period from 1 October 2015 – 30 September 2016.

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.

Information regarding Fermanagh & Omagh District Council can be found on the Council's website at www.fermanaghomagh.com

Fermanagh & Omagh District Council requires the services of a competent Haulage Contractor, who will hold and continue to hold during the duration of the Contract period a valid Waste Haulage Licence and has relevant experience for the transport of waste from the Council's Waste Transfer Station at Gortrush Industrial Estate in Omagh to Tullyvar Landfill Site, Tullyvar Road, Aughnacloy, for a one year period.

The Council currently landfills approximately 11,600 tonnes of waste annually under this contract. Fluctuations in annual tonnage must be expected and the Council cannot guarantee specific minimum tonnage. The majority of the tonnage generated for this contract is residual household waste from the bin collection service, with a small percentage from residual waste skips from the Council's recycling centres. The system the Council operates for bin collection is a fortnightly collection of residual non recyclable waste bins, with blue recyclable collection the following Week. This cycle then repeats over the year.

The Council is currently operating a major recycling project which is designed to reduce the amount of waste going to landfill. The Council is continually reducing the amount of waste going to landfill so the properties of waste in the different streams are likely to change over the contract period.

SECTION 2: INSTRUCTIONS AND TERMS & CONDITIONS TENDER RETURNS

2.1 The tender(s) shall be made on the prescribed form. The Specification, together with these Instructions, Schedule of Works, 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, 9 September 2015

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

TENDER FOR: HAULAGE OF BULK WASTE

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 Colin Sinnamon 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.

2.2 QUERIES, CLARIFICATIONS & ORAL COMMUNICATIONS

2.2.1 QUERIES

All queries should be emailed to tenders@fermanaghomagh.com no later than 12 noon on Friday, 4 September 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 – "TENDER FOR HAULAGE OF BULK WASTE" 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.

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

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

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. Tenderers shall seek to clarify any points of doubt or difficulty relating to the documentation before submitting a tender.

2.2.2 **CLARIFICATION**

Before submitting a tender, clarification should be sought on any points of doubt. The deadline for receipt of points for clarification is 12 noon on Friday, 4 September 2015. During the tender period requests for clarification cannot be made by telephone or in person, requests for clarification must be made via e-mail to tenders@fermanaghomagh.com

In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all tenderers at any stage when it believes, at its sole discretions, the clarification should be issued to all tenderers. 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 be come part of the tender and must be treated as such by all tenderers.

2.2.3 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 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 tender

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 supplier's responsibility to monitor such email traffic.
- 2.3.5 Clarification Notes shall become part of the tender document and must be treated as such by tenderers.
- 2.3.6 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
- 2.3.7 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.
- 2.3.8 Tenders submitted by fax or electronic mail will not be considered.
- 2.3.9 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.
- 2.3.10 Fermanagh and Omagh District Councils do not bind themselves to accept the lowest or any tender.
- 2.3.11 The attached Form of Tender must be completed and signed: failure to do this will render the tender invalid.
- 2.3.12 The Council reserves the right to undertake company checks on any proposed supplier.
- 2.3.13 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 tendering or desirous of tendering, as to the meaning of the Instructions for Tendering, Specification, or other documents, or as to anything to be done or not to be done by the accepted Tenderer, 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.

2.3.14 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

- 2.3.15 NON AWARDS: Initiation of a tendering 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 tenders have not been accepted. Nor shall it be so liable if it decides not to award the Contract.
- 2.3.16 The Council reserves the right to value engineer or omit work items contained in these tender 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.

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.

2.4.2 **SUB-CONTRACTING**

Following award, the Successful Tenderer shall not sub-contract or sub-let all or any part of the contract without the contract.

2.4.3 **INVOICES AND PAYMENT**

The Successful Tenderer shall submit with all invoices such records as the Council may reasonably require to verify the information and the amounts referred to on invoices.

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 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

2.4.4 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.

2.4.5 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.

2.4.6 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.

2.4.7 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.

2.4.8 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.

2.4.9 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.

2.4.10 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.

2.4.11 **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.

2.4.12 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.

2.4.13 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.

2.4.14 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.

2.4.15 **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.

2.4.16 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.

2.4.17 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.

2.4.18 MEETINGS AND REPORTS

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

2.4.19 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.

2.4.20 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.

2.4.21 **PRICING**

The Contract Price shall remain fixed during contract period.

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

2.4.22 **CONFIDENTIALITY**

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

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.

SECTION 3: TENDER EVALUATION CRITERIA

Evaluation of the Tender submissions will follow a three stage process.

Stage 1: COMPLIANCE CRITERIA

This stage will consider compliance with the following:

Applicants must successfully answer all questions in this stage to enable their submission to progress to the next stage of assessment

Mandatory Exclusion – Pass / Fail (Please complete Appendix A)

Fair Employment -- Pass / Fail (Please complete Appendix B)

Bona Fide Tender – Pass / Fail (Please complete Appendix C)

Waste Haulage Licence – Pass/Fail

(Please enclosed proof of Waste Haulage Licence with your tender submission Please complete Appendix 1)

Insurance - Pass/Fail

The successful Tenderer will be required to provide evidence of appropriate Employer's (£10 million) and Public (£5 Million) and Motor Fleet Insurance. The successful tenderer will be required to hold these levels of insurance throughout the contract. 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. (Please complete Appendix F)

Economic and Financial Standing - Pass/ Fail

Please provide information as detailed in Appendix 2.

(Please submit with your tender submission a formal statement from your Bank or Auditor confirming your company's financial standing over the last three years. Please note that this statement must be as recent as possible and (*dated no earlier than 1 August 2015 Undated statements will not be accepted*

• A copy of your company's audited accounts for the last three years.

Please note that accounts will be subject to financial assessment

Health & Safety - Pass / Fail

(Please complete Appendix I)Please provide a full copy of your Health & Safety Policy

Goods Vehicle Operator Licence - Pass / Fail

(Please complete Appendix 3) A copy of the licence must be submitted with the tender documents.

Driver HGV Licences - Pass / Fail

(Please complete Appendix 3) Copies of HGV Licences for drivers who will be involved in delivering this contract are to be submitted with your tender submission

Stage 2: SELECTION CRITERIA

Only those submissions that gain a pass in this section will proceed to stage 3 of the assessment process

Experience

Pass / Fail

Evidence of relevant experience of 3 similar projects undertaken within the past three years. Please complete (Appendix J) provide:-

- i. name and address of client organisation
- ii. contract award date and duration
- iii. details of project
- iv. contact name and telephone number

Stage 3: AWARD CRITERIA

Price: - 70%

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 [70%] x Lowest acceptable price Bidder's price

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

Resources

30 % (weighting factor 6)

Tenderers must complete Appendix 3. Responses will be assessed using the following scoring indicators, the responses will be marked out of a maximum score of 5 & multiplied by a weighting factor of 3 to give the total score out of 30%

Scoring Indicators	Score out of 5
An excellent response: an excellent Methodology which is fully supported by a comprehensive Programme of Works. No omissions and/or weaknesses identified.	5 Excellent
A good overall response: a good Methodology which is well supported by a good Programme of Works. Only minor omissions and/or weaknesses identified.	4 Good
A satisfactory response: an adequate	3

Methodology which is supported by a satisfactory Programme of Works. Some omissions and/ or weaknesses identified.	Satisfactory
A limited response: an inadequate Methodology which is supported by a basic Programme of Works. Several material omissions and/or weaknesses have been identified.	2 Limited
A poor response: a poor Methodology which is supported by a poorly detailed Programme of Works. Major omissions and/or weaknesses have been identified.	1 Poor
No response or unacceptable information provided.	0 Nil Response/ Very Poor

Those submitting a Tender must achieve a minimum of 3 against the scoring indicators (18%), any submission which achieves less than a score of 3 against the scoring indicators will be considered unsatisfactory & will be excluded from the assessment process.

OPERATION

Haulage to Tullyvar Landfill Site

The Council will arrange for the loading of the waste. The Contractor must include for in his tender price all necessary operators, lorries, trailers, fuels, oils, maintenance and breakdown cover required to carryout this contract. The Contractor must ensure that he has adequate plant to deal with peak times (minimum of one lorry and one trailer and back up of one lorry and one trailer, see **Appendix 3**). The successful contractor will be required to provide extra haulage cover at peak times i.e. public holidays. All tractor units must be double drive, to suit conditions on the landfill site.

The driver of the lorry must ensure that he supervises the loading of the trailer to ensure that the weight is distributed evenly across the trailer prior to him leaving the site. The Council will not accept any claim or liability for any accident or injury caused by an unbalanced load.

The Successful Tenderer must ensure that all loads are within the legal weight limit for that vehicle and instruct his employees of same. The Council weighbridge staff will notify the driver of loads that are over weight. It will be the driver's responsibility to ensure the vehicle is under the legal limit before leaving the site.

Contractors must ensure all tractor units are suitable for off road use on 4 inch crusher run landfill roads, constructed to varying gradients depending on fill levels as in use at Tullyvar Landfill Site. Double drive units (consisting of six wheel double drive on twin tandem axle) must be used at all times for the duration of the contract. Contractors must familiarise themselves with site conditions at Tullyvar to ensure suitability of their vehicles.

The working practice for the purposes of fulfilling this contract must be four loads per day in residual week, with two further loads on Monday of the recycling week. This ensures adequate space within the waste transfer station during recycling week.

The contract will require a minimum of one double drive unit and trailer, with adequate provision of additional units and trailers as required to allow for continued service during breakdown or inclement weather conditions such as heavy snow fall, Christmas and public holidays.

The tractor unit must be a double drive unit, more suitable to off road conditions, to allow for compliance with the requirements of the Landfill site. The trailer must be a tri axle, conventional design ejector trailer driven by trailer mounted slave engine. The discharge plate must be the full trailer length and push directly from the front to the rear.

Fermanagh and Omagh District Council requires the services of a competent Haulage Contractor who will hold and continue to hold during the duration of the Contract period a valid Waste Haulage Licence and has relevant experience for the transport of waste from the Council's Waste Transfer Station at Gortrush Industrial Estate in Omagh to Tullyvar Landfill Site, Tullyvar Road, Aughacloy, for a one year period.

The Council currently landfills approximately 12,500 tonnes of waste annually (all of which) will be bulk hauled under this contract) and recycles approximately 4,500 tonne of blue bin material. The Council is currently operating a major recycling project which is designed to reduce the amount of waste going to landfill. The Council is continually reducing the amount of waste going to landfill so the properties of waste in the different streams are likely to change over the contract period. The figures provided are based on historical data and are provided for information only, Fermanagh & Omagh District Council does not guarantee tonnage figures for this contract.

CONTRACT DURATION

1.0 The Contract will be for the period of one year from for a one year period from 1 October 2015 – 30 September 2016.

OPERATION

2.0 Haulage to Tullyvar Landfill Site

The Council will arrange for the loading of the waste. The Contractor must include for in his tender price all necessary operators, lorries, trailers, fuels, oils, maintenance and breakdown cover required to carryout this contract. The Contractor must ensure that he has adequate plant to deal with peak times (minimum of one lorry and one trailer and back up of one lorry and one trailer, see **Appendix 5**). The successful contractor will be required to provide extra haulage cover at peak times i.e. public holidays. All tractor units must be double drive, to suit conditions on the landfill site.

The driver of the lorry must ensure that he supervises the loading of the trailer to ensure that the weight is distributed evenly across the trailer prior to him leaving the site. The Council will not accept any claim or liability for any accident or injury caused by an unbalanced load.

The Successful Tenderer must ensure that all loads are within the legal weight limit for that vehicle and instruct his employees of same. The Council weighbridge staff will notify the driver of loads that are over weight. It will be the driver's responsibility to ensure the vehicle is under the legal limit before leaving the site.

Contractors must ensure all tractor units are suitable for off road use on 4 inch crusher run landfill roads, constructed to varying gradients depending on fill levels as in use at Tullyvar Landfill Site. Double drive units (consisting of six wheel double drive on twin tandem axle) must be used at all times for the duration of the contract. Contractors must familiarise themselves with site conditions at Tullyvar to ensure suitability of their vehicles.

OPERATIONAL HOURS

Gortrush Loading Hours - Collection Site

9.00am – 5.00pm - Monday – Friday

9.00am – 12.00 Noon - Saturday

Tullyvar Off-Loading Hours – Disposal Site

8.30am – 4.15pm - Monday – Thurs

8.30am – 3.15pm - Friday
By Prior Arrangement - Saturday

GENERAL CONDITIONS

- 3.0 The Contractor must familiarise himself with the operations of the Transfer Station prior to pricing the contract.
- 4.0 Waste shall be transported, delivered and deposited at Tullyvar Landfill Site on a daily basis.
- 5.0 The Council requires that all waste is transported in covered, conventional bulk, tri-axle ejector trailers which must be fitted with slave engine to independently drive ejector plate. All trailers must have an ejector system consisting of a full sized plate which pushes the load fully from front to rear of trailer. All trailers must be kept clean and reflect a quality service.
- 6.0 The successful Tenderer will be required to hold and continue to hold during the duration of the contract, a Goods Vehicle Operator Licence and a registration of carrier's certificate for waste haulage, copies of which must be provided to the Council with the tender submission. Any prohibitions or restrictions placed on the Contractor by any Government Agency during the contract period must be notified in writing to the Contract Administrator immediately.
- 7.0 Any firm tendering must show that they have an adequate number of lorries and trailers to undertake this work for the duration of the Contract period. Failure to satisfy the Council on the size of fleet available may render the tender invalid. The Council's decision on this matter is final and not negotiable.
- 8.0 Tenderers must provide a comprehensive list of all vehicles in their operation available for the contract on the attached sheet Appendix 5 which should be returned with the Form of Tender. It is the responsibility of the contractor to ensure that all vehicles are properly maintained for the duration of the contract.
- 9.0 It is important that the Waste Transfer Shed is emptied of waste on a daily basis and the Contractor must ensure that he has adequate plant to keep the Transfer Shed clear. Failure to meet this requirement may be seen as a major breach of contract and could result in the termination of the Contract. Due to health and safety requirements it is important that only a minimal amount of waste (not exceeding one load) if any is left in the Transfer Station over the weekend.

10.0 The successful Tenderer will be required to ensure that all his operators fully comply with current legislation, i.e. speed regulations, tachograph, Gross Vehicle Weight Regulations, etc. The successful Tenderer must also ensure that his operators park their vehicles in safe and appropriate locations that comply with all current legislation especially if parking overnight.

- 11.0 The successful Tenderer shall hold, and continue to hold during the contract period, £10m of Employers Liability Insurance and £5m of Public Liability Insurance plus Vehicle Fleet Insurance, evidence of which must be produced to the Council with tender submission.
- 12.0 The Successful Contractor must not sub-contract any part of this contract without prior written approval from the Contract Administrator. All Tenderers must clearly identify any sub-contractors intended for use in carrying out this contract with their tender submission.

13.0 **Health and Safety at Work**

The Contractor shall comply with all current Health and Safety at Work Legislation including all his staff, sub-contractors or advisers. The Contractor

shall provide the Council with a copy of his Health and Safety Policy with his tender submission. Successful Tenderer will be required to provide evidence of recent relevant Driver Training Records, Risk Assessments and a Method Statement for carrying out the work prior to commencement of contract.

13.1 The successful contractor on acceptance of the contract, must train, advise and instruct their staff on the Traffic Management document, supplied in the tender pack, **Appendix 7** This document must be signed by all staff being used by the contractor, as being trained and fully conversant with the requirements. The successful Tenderer must ensure that all signed copies are submitted with the tender documents.

The successful Contractor, including all staff/drivers employed by them, or anyone employed on their behalf must adhere to all conditions laid down in Omagh District Council's policies and procedures, in relation to Health and Safety and traffic management on the collection site.

The successful Contractor must contact the Tullyvar Landfill Site Manager to establish specific requirements regarding safe systems of work and traffic management procedures at Tullyvar.

14.0 WEIGHT DOCKETS

Waste going to Tullyvar Landfill Site must be weighed at Omagh District Council's Transfer Station and also weighed at Tullyvar and both weight dockets retained. The Council will not accept handwritten weight dockets.

Weekly Monitoring Procedure

The Haulier will be expected to complete a daily monitoring sheet and return to Colin Sinnamon on a weekly basis. This will ensure that all weight variances between Gortrush Weighbridge and Tullyvar Weighbridge can be accounted for and any problems rectified. (sample sheet attached)

Payment will only be made on invoices that have the relevant properly completed weight dockets attached. All invoices must be presented to the Council for payment on a monthly basis.

15.0 **REGISTRATION OF CARRIERS**

The successful tenderer must be, or use a fully approved waste haulier, who is registered with the Northern Ireland Environment Agency (NIEA), as required under the Registration of Carriers (seizure of vehicles) Legislation.

Copy Registration of Carriers certificates or letter of compliance from NIEA, must be submitted with the tender response.

16.0 **DUTY OF CARE**

The Successful Tenderer must fully comply with all Duty of Care Legislation including the use of Waste Transfer Notes using European Waste Catalogue Codes. Copies of Transfer Notes issued during the Contract Period must be kept by the Tenderer for a minimum period of 2 years.

17.0 GOODS VEHICLE OPERATOR LICENCE

The successful Tenderer must submit to the Council with the tender submission proof that all vehicles being used for the contract are covered under the Goods Vehicle Operator Licence.

18.0 **ADDITIONAL INFORMATION**

Contractors must provide the following information with their tender submission:-

- (a) List and details of similar contracts to date. (Appendix J)
- (b) Proof of capacity to provide vehicle/manpower backup to ensure continuity of service i.e. in case of breakdown/accidents etc. (Appendix 3)
- (c) A copy of the Firm's Health and Safety Policy documents. (Appendix I)
- (d) Copies of Driver HGV Licences (Appendix 3)

19.0. TERMINATION OF CONTRACT

The Council reserves the right to terminate the contract if it is considered that good service is not being received from the Contractor. The Contractor will receive 2 written warnings from the Council in advance of termination. The Council's decision on this matter is final.

SAMPLE MONITORING SHEET – MUST BE FILLED IN BY HAULIER AND RETURNED TO COLIN SINNAMON AT THE END OF EACH WEEK

DATE	Gortrush Weight	Tullyvar Weight	Drivers Initials	For Office Use to Record Variance

Received by	 at Gortrush We	ighbridge on	



FORM OF TENDER

TENDER FOR HAULAGE OF BULK WASTE

TO BE RETURNED NOT LATER THAN 12 NOON ON WEDNESDAY, 9 SEPTEMBER 2015

TO: FERMANAGH & OMAGH DISTRICT COUNCIL

Mr Chairman and Members,	
I/We are prepared to carry out the work as described	d in the Specification for the following price
£Pe	r Tonne
(Exclusive of VAT)	
I/We understand that the Council is not bound to acc	ept the lowest or any tender.
I/We agree that this is a FIXED PRICE CONTRACT.	
SIGNATURE:	DATED
NAME	TEL NO
NAME OF FIRM	
ADDRESS	



Appendix A

Fermanagh and Omagh District Council Mandatory Exclusions

Regulation 23 of the Public Contracts Regulations 2006

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

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

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

- 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:		



Appendix B

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

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 6 Treatment (Northern Ireland) Act 1998. I/	· · · · · · · · · · · · · · · · · · ·
Fermanagh and Omagh District Council should unqualified be served upon me/us by the Equali	any notice stating that I am/we are
Signed: For and on behalf of	Dated:

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.

	have read and now understand the requirements a fide compliance as detailed in the attached.
Signed:	Dated:
For and on behalf of	
• • • • • • • • • • • • • • • • • • • •	



Fermanagh and Omagh District Council Equality Declaration

Declaration of Commitment to Promoting Equality of Opportunity and Good Relations

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.

e (insert name of firm):	
ecognise Fermanagh and Omagh District Council's duty to have due regard to the need to promote equal portunity:	ality of
Between persons of different religious belief, political opinion, racial group, age marital status or sexu orientation;	al
Between men and women generally;	
Between persons with a disability and persons without	
Between persons with dependants and persons without,	
nd to have regard to the desirability of promoting good relations between persons of different religious be plitical opinion or racial group.	elief,

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:	
Address:	(name of firm)



Fermanagh and Omagh District Council Freedom of Information Act – Tenders (Appendix E)

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 - (Appendix F)

Please confirm the level of Insurance cover currently in place.

	Section One. Insurance.
A. Public/Products Liability Insurance	Yes/No*
Minimum £5 million	
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	
Expiry date	
C. Motor Fleet Insurance	Yes/No*
Insurance company name	
Broker name and address	
Expiry date	
* Delete as appropriate— if No please provide further of To be completed as appropriate depending on the name of the complete	
Signed:	Date:
Duly authorised to sign for and on behalf of:	
In the event that your firm does not have to the time of application, please confirm in place the required cover if your submission of Insurance cover will be required at Awa	n writing that you are willing to pur on is successful. Please note evide

FERMANAGH AND OMAGH DISTRICT COUNCIL TENDER CHECKLIST

To facilitate the needs of the Council in the evaluation 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.
Tenderers must complete this check list:-

	Have you included?		
MUST BE INCLUDED WITH TENDER SUBMISSION	YES Location of doc.	NO (Why?)	
Completed and signed Mandatory Exclusion Declaration, Appendix A			
Completed and signed Fair Employment Declaration, Appendix B and Tender Form			
Signed Bona Fide Tender Declaration, Appendix C.			
Completed and signed Equality Declaration, Appendix D.			
Completed and signed Freedom of Information Declaration, Appendix E.			
Evidence of appropriate Employer's (£10 million), Public (£5 million) & Motor Fleet Insurance - Completed and signed Insurance Information, Appendix F			
Completed and signed Tender Check List G			
Copy of the Company's Health and Safety Policy and statement and completed Appendix I.			
Tenderers are requested to provide details of which licensed site(s) they propose to use for disposing of any surplus materials in relation to this contract.			

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

MUST BE INCLUDED WITH TENDER SUBMISSION	Have you included?		
WIGST BE INCLUDED WITH TENDER SUBMISSION	YES	NO	
Evidence of relevant experience of 3 similar projects undertaken within the past five years. Completed and Signed Appendix J.			
Priced & Signed Form of Tender			
Please submit with your tender submission a formal statement from your Bank or Auditor confirming your company's financial standing over the last three years. Please note that this statement must be as recent as possible and (<i>dated no earlier than 1 August 2015</i> Undated statements will not be accepted and may render your submission ineligible; A copy of your company's audited accounts for the la Completed and Signed Form of Tender			

Signed		 	
Date			



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.

Health & Safety Contractor Questionnaire Appendix I

Please complete the following sections and supply relevant information as requested						
Company Name and Address	Company Name and Address (including contact information)					
Supply a copy of your co	mpany health and s	afety organisation	chart.			
Who in your organisation	is ultimately respo	nsible for health ar	nd safety?			
Name		sition	Contact	details		
Who in your organisation	is ultimately respon	nsible for managing	health and safety	?		
Name	Position	Conta	act Details	Qualifications		
Supply a copy of your org	ganisation's health	and safety policy.				
Supply details of relevant I	soulth and safaty trai	ning provided to you	ir ampleyees in the	nact 12 months (Attach		
example certificates)	lealth and Salety trai	ning provided to you	ir employees in the	past 12 monuis (Attach		
Course Title		Provider		Dates		
Dana anno anno aireathan		0 VEQ/NO				
Does your organisation If yes, please provide details of			(use a			
continuation sheet if required)						
Complete the following table with the number of accidents / incidents reported by your organisation over the						
past 3 years	le with the number o	f accidents / incider	its reported by your	organisation over the		
	L	Major	Dangerous	Over 3-day lost		
Year	Fatalities	accidents	occurrences	time injuries		
Year	Prosecution/	Details		Remedial		
	Notice			Action		
	<u> </u>	1				

CONTRACTORS RELEVANT EXPERIENCE

Evidence of relevant experience of 3 similar projects undertaken within the past three years:-

PROJ	JECT	1:
------	------	----

	Name and Address of Client Organisation	
	Contract Award Date and Duration	
	Value of Contract	
	Details of Project	
	Contact Name and Telephone Number	
PR	OJECT 2:	
	Name and Address of Client Organisation	
	Contract Award Date and Duration	
	Value Contract	
	Details of Project	
	Contact Name and Telephone Number	

PROJECT 3:

Name and Address of Client Organisation	
Contract Value	
Contract Award Date and Duration	
Details of Project	
Contact Name and Telephone Number	

Possession of Registration of Carriers Certificate and relevant Insurances

Tenderers <u>MUST</u> provide a copy of their valid Registration of Carriers Certificate. The successful Tenderer shall hold, and continue to hold during the contract period £10M of Employers Liability insurance and £5M of Public Liability Insurance plus Vehicle Fleet Insurance.

If you do not currently hold the required level of Public and Employers Insurance, please indicate your willingness to increase your insurances in the event that you are successful in your tender application.

	•	
Current Level of Cover		
Name of Insurer		
Public Liability Insurance	- Minimum requirement £5M	
Current Level of Cover		
Name of Insurer		
Vehicle Fleet Insurance		
Name of Insurer		

Employers Liability Insurance – Minimum requirement £10M

PLEASE ENSURE THAT COPIES OF ALL LICENCES AND INSURANCES REQUESTED ARE INCLUDED ALONG WITH YOUR TENDER SUBMISSION.

ECONOMIC AND FINANCIAL STANDING

The information you provide in this section will be used to assess your firm's financial position.

You must provide a Statement from company's bank or auditor on 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.

The Statement must be dated no earlier than 01 August 2016, undated Statements will not be accepted

Evidence Required:-

- A formal statement from your Bank or Auditor on the company's financial standing over the last three years.
- Please note this statement must be as recent as possible, and dated no earlier than 1 October 2013.
- A copy of your company's audited accounts for the last three years.

FERMANAGH & OMAGH DISTRICT COUNCIL BULK WASTE HAULAGE CONTRACT RESOURCES AVAILABLE FOR THIS CONTRACT

(TO BE CONTINUED ON SEPARATE PAGE, IF NECESSARY)

DETAILS OF VEHICLE FLEET

TYPE OF VEHICLE/TRAILER	REGISTRATION NO. OF VEHICLE	AGE OF VEHICLE (IN YEARS)	GROSS VEHICLE WEIGHT (KGS)

DETAILS OF HUMAN RESOURCES AVAILBLE FOR THIS CONTRACT

NAME OF HGV QUALIFIED DRIVER	NUMBER OF YEARS HGV LICENCE HELD
PLEASE ENCLOSE A COPY OF THE HGV L QUALIFIED DRIVER LISTED ABOVE AS BEI CONTRACT	
Signed:	Dated:

Tenderers must also detail their **Continuity Plan** including proof of capacity to provide vehicle/manpower backup to ensure continuity of service i.e. in case of breakdown/accidents etc.