Fermanagh & Omagh
District Council

Comhairle Ceantair
Fhear Manach agus na hÓmaí

TENDER FOR SUPPLIES AND SERVICES 2019/20

TSS38

READY MIX PRODUCTS

Conditions, Specification and Tender Form

CONTACT DETAILS

TSS38 READY MIX PRODUCTS

Name of Tenderer: _____

Address: _____

Postcode: _____

Telephone: _____

Mobile: _____ **Email:** _____

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

Contact Name (Print in Caps): _____

Position in organisation: _____

Signature: _____ **Date:** _____

Closing date for submission of tender: no later than 12.00 Noon on Monday 5th August 2019.

LATE SUBMISSIONS WILL NOT BE ACCEPTED

Data Protection

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

TENDERS FOR SUPPLIES & SERVICES

SECTION 1 : INTRODUCTION & BACKGROUND

INTRODUCTION

Fermanagh and Omagh District Council invite tenders for **TSS38 READY MIX PRODUCTS.**

The contract will be for one year from date of award, with an option to renew for an additional 12 month period at the sole discretion of the Council.

Deliveries will be required to locations throughout the council area, with main Depots in both Enniskillen and Omagh, the successful Tenderer will be required to deliver to locations across the new district.

SECTION 2: INSTRUCTIONS TO TENDERERS

- Tender submissions **must** be made using the enclosed Tender Documents, one copy to be retained by the Tenderer for record purposes.
- The Form of Tender must be completed and signed, Tenderers who intend to tender for more than one section must complete a Form of Tender for each section that the Contractor wishes to tender for; f**ailure to do this will render the tender invalid.**
- Please ensure that you have enclosed all requested information. Omission of any required information may render the tender invalid.
- The Council cannot accept any responsibility for postal or delivery delays.
- All prices entered on the tender documentation should be exclusive of VAT and be in pounds sterling.
- Tenderers will not be entitled to claim from the Council any costs incurred in the preparation of their tender, whether or not it is successful.

- The Council does not bind itself to accept the lowest or any tender, and it reserves the right to select such items as it will accept from any quotation without accepting the whole of that quotation.
- Prices must include the cost of delivery to locations within the Council District.
- **Tenders submitted by fax or electronic mail will not be considered.**
- The Council reserves the right to undertake company checks on any proposed supplier.
- The Contractor shall not be an unqualified person for the purposes of Sections 64 to 66 of the **Fair Employment and Treatment (NI) Order 1998** and the Contractor shall not sub-contract any services or work to an unqualified person for the purposes of Sections 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.
- The Contractor **shall not unlawfully discriminate** within the meaning and scope of the provisions of the Race Relations (NI) Order 1997, Sex Discrimination (NI) Order 1976 (as amended), Fair Employment and Treatment (NI) Order 1998 and the Disability Discrimination Act 1995 and shall take all reasonable steps to ensure that all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate.

Emailed or faxed tenders will not be accepted.

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

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

QUERIES

All queries should be emailed to tenders@fermanaghomagh.com no later than 12 noon Monday 29th July 2019. 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 **TSS38 READY MIX PRODUCTS** in the email subject field. Suppliers are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their tender.

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

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

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

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

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

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

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

from the Tender List for that item with immediate effect & the item will be awarded to the next supplier in order for that item.

Any Supplier wishing to receive feedback on an unsuccessful tender submission should apply in writing to: Nuala Conlan, Procurement Manager, email: tenders@fermanaghomagh.com

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

- Tenders must be returned by post or by hand no later than **12 Noon on Monday 5th August 2019.**
- The completed Tender document must be returned in a sealed envelope, which should be clearly marked as **Tender for Supplies and Services, clearly stating the relevant section number and description** in the top left hand corner of the envelope. Submissions for this section **must** be clearly marked **TSS38 READY MIX PRODUCTS.** The envelope should not bear any company name or logo. All Tender Submissions must be addressed to:

Mr Brendan Hegarty

Chief Executive

Fermanagh and Omagh District Council

The Townhall

2 Townhall Street

Enniskillen

County Fermanagh, BT74 7BA

SECTION 3: EVALUATION OF TENDERS

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

Stage 1: EXCLUSION CRITERIA

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

Declarations Pass / Fail

The Declarations are available to view at https://www.fermanaghomagh.com/procurement/t&c, please read these and complete Appendix 1 Declarations sheet

Stage 2: AWARD CRITERIA

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

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

SECTION 4 GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

5. All materials must comply with the latest British Standards where applicable, and the Contractor shall be deemed to warrant and guarantee in his tender document that the latest British Standards has been considered in the tender price. Certificates, samples and tests for the various materials shall be

deposited and/or carried out as directed by the Council at the Contractor's expense. Any materials not conforming to British Standards and appropriate tests will be rejected and the Council shall have the power to make a compensating reduction in the contract price for any materials already used which are found not to be in accordance with these tests

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

or by email to finance@fermanaghomagh.com

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

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

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

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

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

The Council reserves the right to withhold payment of any Invoice where further details, checking, etc. are required before payment can be certified. The Contractor must submit invoices on a monthly basis. Invoices must be submitted no later than 1 months after delivery / completion of an order.

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

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

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

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

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

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

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

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

14. The Council is subject to the terms of the Freedom of Information Act 2000. Tenderers should be aware that the information provided in the completed tender and contractual documents could be

disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by tenderers will be accepted “in confidence” and the Council will accept no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act

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

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

17. The tenderer shall not be an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998 and shall sign the Declaration and Undertaking annexed hereto (Appendix B). The tenderer shall not sub-contract any services or work to an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998.

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

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

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

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

21. Tenders must remain valid for acceptance for a period of 120 days from the closing date for submission of tenders.

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

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

24. The tenderer who directly or indirectly canvasses any official of the contracting authority concerning any award in respect of this competition, or who directly or indirectly obtains or attempts to obtain information from such officials concerning the proposed or any other competition will be disqualified.
25. It shall be a condition of the contract that, should the Council determine that the contract is not being satisfactorily performed, the contract may be terminated with 1 months notice by the council without compensation to the tenderer.

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

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

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

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

29. The Contractor shall not use any Confidential Information it receives from the Council otherwise than for the purposes of the Contract.
    In the event that the Contractor fails to comply with this Condition the Council reserves the right to terminate the Contract by notice in writing with immediate effect.

FORM OF TENDER

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

TENDERS FOR SUPPLIES & SERVICES 2019/2020 – TSS38 READY MIX PRODUCTS
VALID FOR ONE YEAR FROM DATE OF AWARD WITH OPTION TO RENEW AT SOLE DISCRETION OF THE COUNCIL FOR AN ADDITIONAL 12 MONTH PERIOD

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

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

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

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

Please Print Your
Name Here _____ Postal Address _____

Dated: _____ _____

_____

(Please Print Above Details)

Telephone Number _____(Normal Office Hours) Fax Number _____

Telephone Number _____ (After Hours)

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

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

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

Appendix 1 - Declarations

The following declarations can be viewed at: https://www.fermanaghomagh.com/procurement/t&c

	(Please Tick) ✓
Terms and Conditions I/We have read the Terms and Conditions	☐
Mandatory Exclusions I/We confirm that any convictions have been declared. Please detail if any convictions are to be declared: ☐	☐
Fair Employment and Treatment (Northern Ireland) Act 1998 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.	☐
Certificate relating to Bona Fide Submission I / We have read and now understand the requirements of the submission system in relation to bona fide compliance as detailed in the above mentioned 'Certificate Relating To Bona Fide submission '.	☐
Equality Declaration I/We Recognise Fermanagh and Omagh District Council's duty as stated above under Section 75 of the Northern Ireland Act 1998. 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.	☐
Freedom of Information Act I/we have read and now understand the requirements in relation to freedom of information as detailed on the attached information sheet.	☐