



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

# TENDER FOR SUPPLIES AND SERVICES

## 2026-2028

# TSS11

## ***CONTRACT WORKS / SERVICES***

*Conditions, Specification and Tender Form*

## TSS11 CONTRACT WORKS/ SERVICES

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

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

Contact Name (Print in Caps): \_\_\_\_\_

Position in organisation: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Closing date for submission of tender: no later than 12.00 Noon on Friday 30<sup>th</sup> January 2026.**

**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/](http://www.fermanaghomagh.com/your-council/privacy-statement/)

# **TENDERS FOR SUPPLIES & SERVICES**

## **SECTION 1: INTRODUCTION & BACKGROUND**

### **INTRODUCTION**

Fermanagh and Omagh District Council invite tenders for the provision of **TSS11 CONTRACT WORKS**

The contract will be for **2 years** from date of award, with an option to renew for an additional 12 month period at the sole discretion of the Council.

Please review the drawing: Fermanagh and Omagh Area Boundaries

Works will be required at locations throughout the council area, with main Depots in both Enniskillen (Killyvilly Depot) and Omagh (Gortrush Depot). The works are divided into the following Lots:

**LOTS 1 – 20 relate to individual contract services works originating from Killyvilly Depot (Enniskillen)**

**LOTS 21-40 relates to individual contract services works originating from Gortrush Depot (Omagh)**

Tenderers should price accordingly.

- The Individual Contract Services rates will be used where only a single trade is required for example:
  - Painting internal/ external rooms of a building (no repairs required)
  - Electrician – Electrical only works
  - Plumber – Boiler and domestic hot/cold water fitting works etc

**LOT 41 Gang Rate for Building works in the Fermanagh Area.**

**LOT 42 Gang Rate for Building works in the Omagh Area**

- The Gang Rate will be used for small building projects where several trades are required for example
  - Conversion of a toilet to a disabled toilet – Plumber, Electrician, Plasterer, Joiner, Painter and Labourer

required

- Render repairs to external walls – Labourer, Plasterer and Painter required
- Creation of a door opening in an internal wall - Electrician, Plasterer, Painter and Labourer required

## 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, **failure 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 any 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.
- 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.

- **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 on this form will only be used for the purpose of this Annual Tender (TSS11) and will not be shared with any third party unless law or regulation compels such a disclosure. For further guidance on how we hold your information please visit the Privacy section at [www.fermanaghomagh.com/your-council/privacy-statement/](http://www.fermanaghomagh.com/your-council/privacy-statement/)

**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](mailto:tenders@fermanaghomagh.com) no later than 12 noon on Friday 23<sup>rd</sup> January 2026. 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 **TSS11 Contract Works** 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 than that detailed on the schedule the Tenderer must clearly detail the unit / size that they are tendering for in the comments box. If no details are provided by the Tenderer the Tender will be assessed on the basis that the Tender is submitting based on the schedule requirement, if this is found not to be accurate following award, the Tenderer will be removed from the Tender List for that item with immediate effect & the item will be awarded to the next supplier in order for that item.**

Any Supplier wishing to receive feedback on an unsuccessful tender submission should apply in writing to:

Nuala Conlan, Procurement Manager, Fermanagh and Omagh District Council.

email: [tenders@fermanaghomagh.com](mailto: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 e-mail to [tenders@fermanaghomagh.com](mailto:tenders@fermanaghomagh.com)
- **Tenders received after this time will not be accepted: 12 Noon on Friday 30<sup>th</sup> January 2026.**

## 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.

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

a)        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**.

b)        Insurance                              **Pass / Fail** This will be assessed based on responses to **Appendix 2**.

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) Contractors All Risks , Motor Fleet Insurance in respect of any vehicles used in connection with the contract and for Lots 19 and 39, Land Surveyor requires £1million Professional Indemnity (PI) insurance. (See Appendix 2).

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

c)        HMRC Construction Industry Information **Pass / Fail**



Please provide Company Registration & UTR on Form of Tender.

- d) Complete Health & Safety Contractor Questionnaire **Pass / Fail** This will be assessed based on responses to **Appendix 3. Submit a copy of the Company's Health and Safety Policy Document.**

Please provide Company Registration & UTR on Form of Tender.

- e) Use of the Council's maintenance management software (Concerto or other) **Pass / Fail**. This will be assessed based on responses to **Appendix 4.**

The successful Tenderer will be required to use the Council's maintenance management software (Concerto or other) to assist with planning site visits for planned servicing, maintenance works, reactive call-outs and receiving service report documents and updating progress of works within the Concerto (or other) software.

f) Essential Criteria:

## Essential Elements

**\*\*No Changes are permitted to the Specification column**

Only those submissions that meet all essential elements listed below will proceed to the next stage of the assessment.

**Please complete this table and return along with your submission.**

1. Essential Elements – detail each individually	Confirmation that the proposed goods/works/services <b>meet</b> the essential elements of the specification answer <b>yes</b> or <b>no</b>	Description of how the proposed Goods/works/services <b>meet</b> the Essential requirement
All contractors submitting to this Annual Tender must ensure that all operatives have valid CSR cards – a copy will be required on award.		
If applying to any Electrician Lots: LOT 6/ LOT 26/LOT 41 or LOT 42 confirm that electricians are qualified to minimum 18 <sup>th</sup> Edition		
If applying for LOTs 17 or 37: Drain and sewer cleaning, please confirm that you have a waste carriers license		
If applying to LOT 11 or 31 please provide details of being Gas Safe Registered for commercial premises for tank and natural gas		

## **Stage 2: SELECTION STAGE**

### **Expertise & Qualifications    Pass / Fail**

Tenderers should include with their submission evidence of relevant qualifications & confirm that Construction Skills Register (CSR) Cards\* are held where relevant for operatives along with detailing the number of years experience held by operatives, when completing the schedule.

**\*only successful tenderers will be required to provide evidence of their CSR Card(s) before commencement of works.**

## **Stage 3: AWARD CRITERIA**

Each Service 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, to facilitate awarding the tender to the most economically advantageous tender for that group of services.

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 works included are for the use of Council Departments orders may be placed independently by each Council department.  
Prices quoted should include:

- Insurances: (£5 million Employer Liability, £10 million Public Liability, Contractors All Risks, Motor Fleet in respect of any vehicles used in connection with the contract, PI where applicable).
  - Travel to and from the required location - note Fermanagh and Omagh Council have the largest geographical area of the 11 Councils - 3,000sq.km
  - Transport to and from the location no separate claim for van or other vehicle will be paid
  - Small tools for the task (spade, shovels, quick cut saw, diamond discs, grinders, drills, impact drivers, fuel/oil, sledge hammer, safety signage etc)
  - Tenderer to supply Personal Protective Equipment (PPE) suitable for the task, boots, hi-vis (note when working on public roads full high vis required for legs and torso), gloves, goggles, ear protection, hard hat etc.
  - 2 No. 15minute breaks and 1 No. 30 minute break during the day will not be an eligible hour to charge. Normal Hours of work 08.00 - 17.00
2. Traveling should be included to locations within the Council area should be included within the rates quoted.

### 3. **Communication & Response Times**

- Insofar as is reasonably practicable, all works (for all lots) will be programmed for the normal working week (Monday to Friday, 08:00 to 17:00). However, Council reserves the right to request works outside those normal working hours.
- Works ordered by the relevant council officer per lot will include an instruction on priority. This will be at the tendered rate, irrespective of the Priority Level allocated and should be allowed for when tendering. It will be part of the Conditions of the Contract that the successful contractor responds and attends site within the timescales dictated by this priority – see below:

Priority Level	Communication Times	<u>Maximum</u> on site Response Time
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HIGH/URGENT	Written response required within <b>3 hours</b> .	24 HOURS
MEDIUM/ROUTINE	Written response required within <b>24 hours</b> .	5 WORKING DAYS
LOW/NORMAL	Written response required within <b>72 hours</b> .	< 30 Calendar DAYS, to be agreed on a job-by-job basis

- If no Priority Level is given on request for works, the Contractor is to assume that the Priority Level is Low/Normal
  - If the contractor ranked 1 fails to respond to a request for works within the timeframe indicated in the table above, then the council reserves the right to contact the next ranked contractor/s on the panel
4. The Contractor shall state the current rate per hour/day appropriate to the tradesman as requested in the pricing document. The rate quoted should include for all profit, supervision, National Insurance Acts, cost of Annual Holidays with pay and payment in respect of Statutory Holidays, Sickness Pay, Employer's Liability, Public Liability and Fatal Accidents Acts.
  5. Contractors should also include for all light tools, equipment etc. required to carry out the works. Contractors should not include for heavy plant or equipment, scaffolding, etc. The Council will arrange for the provision of equipment or plant of this type as required.
  6. 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. 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.

7. For lots 1-40 A Contractor may tender for any number of the Services contained in the schedule Lots 1-40). The lowest day rate will be assessed, based on 100% price assessment criteria. In the event of a tie the lowest half day rate will also be considered.
8. For Lots 41 and 42 a model compensation event (MCE) has been developed. The lowest overall MCE price will be assessed based on 100% price assessment criteria.
9. 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.
10. 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.
10. Purchase orders will be issued by email from an electronic purchasing system. The contractor must provide notice by email to the council supervising officer advising when the personnel will be on site and give notice by email when the work has been completed. If the contractor does not undertake the work within the outlined / requested time frame, the Council reserves the right to offer the works to the next Tender on the Tender list.
11. Payment for services shall be made upon verification of completion. 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, 26 Mountjoy Road, Lisnamallard, Omagh, Co.Tyrone, BT79 7BL**

or by email to [finance@fermanaghmagh.com](mailto:finance@fermanaghmagh.com)

The successful Tenderer shall furnish the Council with a Delivery Note giving the number of each order and the particulars of the Services supplied.

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 to include Timesheets for approval.

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.

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 month after delivery / completion of an order.

12. The supply services in accordance with the required 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 services 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.
13. **No guarantee** can be given that any of the services will be required during the period covered by the tender or that any particular quantity will be ordered.
14. 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 to years 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.
15. 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 provide services on any occasion within the required time frame the Council may order services from the Tenderer ranked as second preference. In the event that the supplier ranked as first preference is unable to supply the service 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. A first and second preference may be selected at Tender award stage for these purposes.
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.

30. Except in exceptional circumstances, the cost of any single order carried out in accordance with this tender shall not exceed £10,000 (excluding VAT). Any work estimated to exceed this amount may be subject to separate Quotation / Tender as appropriate.

31. The successful company will be required to supply timesheets for approval and where appropriate all staff will be required to sign in & out when onsite. The Contractor and all employees must sign in at each location at commencement of Job & sign out at completion. The hours recorded must correspond with the hours quoted on the Labour sheets submitted along with the Invoice.

32. **HEALTH AND SAFETY**

Tenderers will be required to submit a copy of the Company's Health and Safety Policy Document. Subject to the award of contract and prior to commencement of work on site a specific Risk Assessment and Method Statement for that work will be required to be submitted. (See Appendix 3)

33. **PERSONAL SERVICE COMPANIES (PSC)**

Workers Obligations:

A worker working through a Personal Service Company (PSC) or other intermediary shall provide the Council with the information needed to help determine whether the HMRC off-payroll rules

should apply and where the off-payroll working rules apply, provide the Council with the information required to allow them to deduct tax and NICs from the payment made to the PSC or other intermediary. The Worker acknowledges that he/she remains responsible for reporting to HMRC on his/her own, and the company's tax affairs. The Worker acknowledges that the Council shall operate any employment taxes associated with the contract, pay any deemed direct payment to the PSC, report to HMRC through Real Time Information (RTI) the employment taxes deducted, and pay relevant employers' NICs

#### Councils Obligations:

Council shall determine whether off-payroll working rules should apply initially and when there are contractual changes, and notify the Worker if off-payroll working rules should apply to the contract the Council has with the worker, the Council shall notify their decision before payment is made to the service provider. The Council shall reply to a written request from an agency or other third party as to whether the off-payroll rules apply within 31 days of the request being made.



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## **FORM OF TENDER**

### **TENDERS FOR SUPPLIES & SERVICES 2026-2028 – TSS11 CONTRACT WORKS/SERVICES** **FOR 2 YEARS 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 \_\_\_\_\_

Where relevant please confirm that a valid CSR Card is currently in place \_\_\_\_\_

**HMRC Construction Industry information**

Company Registration: \_\_\_\_\_

UTR: \_\_\_\_\_

**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.fermanaghomagham.com/procurement/t&c>

	(Please Tick) ✓
<b>Terms and Conditions</b> I/We have read the Terms and Conditions	<input type="checkbox"/>
<b>Mandatory Exclusions</b> I/We confirm that any convictions have been declared. Please detail if any convictions are to be declared:  <input type="text"/>	<input type="checkbox"/>
<b>Fair Employment and Treatment (Northern Ireland) Act 1998</b> 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.	<input type="checkbox"/>
<b>Certificate relating to Bona Fide Submission</b> 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 '.	<input type="checkbox"/>
<b>Equality Declaration</b> 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.	<input type="checkbox"/>
<b>Freedom of Information Act</b> I/we have read and now understand the requirements in relation to freedom of information as detailed on the attached information sheet.	<input type="checkbox"/>
<b>Safeguarding Declaration</b> I/We acknowledge the importance of Safeguarding of children and adults at risk of harm if I am/We are successful in this procurement process.	<input type="checkbox"/>



## Appendix 2 – Insurance Information

Fermanagh and Omagh District Council

### Insurance Information - (Appendix 2)

Please confirm the level of Insurance cover currently in place.

Section One. Insurance.	
<b>A. <u>Public/Products Liability Insurance</u> Minimum £5 million</b>	<u>Yes/No*</u>
Limit of cover: Public Liability	£
Product Liability	£
Insurance company name	
Broker name and address	
Expiry date	
<b>B. <u>Employer Liability Insurance</u> <u>Minimum £10 million</u></b>	<u>Yes/No*</u>
Limit of cover	
Insurance company name	
Broker name and address	
Expiry date	
<b>C. <u>Contractors All Risk Insurance</u></b>	<u>Yes/No*</u>
Limit of Cover	
Insurance company name	
Broker name and address	
Expiry date	
<b>D. <u>Professional Indemnity LOTs 19 and 39</u> <u>Minimum £1 million</u></b>	<u>Yes/No*</u>
<b><u>Limit of Cover</u></b>	
Insurance company name	
Broker name and address	

Expiry date	
-------------	--

\* Delete as appropriate– if No please provide further details

<sup>1</sup> 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 3: Health & Safety Contractor Questionnaire

<b>Please complete the following sections and supply relevant information as requested</b>				
Company Name and Address (including contact information)				
<b>Supply a copy of your company health and safety organisation chart.</b>				
<b>Who in your organisation is ultimately responsible for health and safety?</b>				
Name	Position	Contact details		
<b>Who in your organisation is ultimately responsible for managing health and safety?</b>				
Name	Position	Contact Details	Qualifications	
<b>Supply a copy of your organisation's health and safety policy.</b>				
<b>Supply details of relevant health and safety training provided to your employees in the past 12 months (Attach example certificates)</b>				
Course Title	Provider		Date	
<b>Does your organisation use sub-contractors? YES/NO</b> If yes, please provide details of how you ensure competence of sub-contractors (use a continuation sheet if required)				
<b>Complete the following table with the number of accidents / incidents reported by your organisation over the past 3 years</b>				
Year	Fatalities	Major accidents	Dangerous occurrences	Over 3-day lost time injuries
Year	Prosecution / Notice	Details	Remedial Action	

**Appendix 4 – Planned Maintenance Software**

**Planned Maintenance Software**

The Council has procured planned and reactive maintenance management software (Concerto or other) to assist with planning site visits for planned servicing, maintenance works, reactive call-outs and receiving service report document and storing service documents. The successful company will be required to submit their documents in digital format that can be stored in the Concerto (or other) software. The successful company will be required to use the Council’s maintenance management software (Concerto or other) to assist with planning site visits for planned servicing, maintenance works, reactive call-outs and receiving service report documents use and updating progress of works within the Concerto (or other) software.

Please confirm by signing below:

Signed \_\_\_\_\_ Date\_\_\_\_\_