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| Derry City and Strabane District Council |
| Tender 14 – Window Cleaning (3yr Contract)  |
| Tender Period 1st April 2016 to 31st March 2019 |
| Tender to be returned no later than 12:00 noon Friday 15th January 2016 |
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| --- |
| To be Completed by Supplier  |
| Supplier Name |
| Supplier Email Address |
| Supplier Contact Address |

Derry City & Strabane District Council

**Tenders for Supplies 1st April 2016 to 31st March 2019**

**GENERAL CONDITIONS OF CONTRACT**

1. All Tender sections included are for the use of Derry City and Strabane District Council orders will be placed by each the Council and should be invoiced to the Council, delivery should be included to locations within the Council area. Throughout these documents the term “the Council” will be used to refer to Derry City and Strabane District Council. Only one set of tender documents should be submitted by each contractor for each section.

2. All tender prices are to be fixed for the term of the contract, 36mths and no variation or increase shall be accepted during that period and tenderers are required to price accordingly.

3. The Contractor may tender for either Lot 1 or Lot 2 or both in the following schedule. The Council may where applicable assess tender prices for a number of related items within a section together, 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 Official Order Numbers, should be submitted by Contractors to the **Finance Department**. The Council reserves the right to withhold payment of any Invoice where further details, checking, etc. are required before payment can be certified. The Contractor must submit invoices on a monthly basis. Invoices **Must** be submitted no later than 3 months after delivery / completion of an order.

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

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

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

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

11. The Council 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

12. 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

13. 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

14. 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.

15. 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.

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

**INSTRUCTIONS TO TENDERERS**

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

• **Tenderers can quote for only Lot 1 or only Lot 2, or both Lots if it can be demonstrated that they have the resources to do so. Council reserves the right to award this contract in part or whole, and also withdraw any items in the following schedule for financial or any other reasons.**

• The Form of Tender must be completed and signed for each section that the Contractor wishes to tender for; **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 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 any locations within Derry City & Strabane District Council boundary.

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

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

• Tenderers must complete & sign (Appendix 1) Mandatory Exclusion Declaration & return it along with their submission.

• 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. Tenderers must complete & sign (Appendix 2) Fair Employment Declaration & return it along with their submission

* 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.

• Tenders must be returned by post or by hand no later than **12 Noon on Friday 15th January 2016**, **Tenders received after this time will not be accepted.**

• The completed Tender document must be returned in a sealed envelope, which should be clearly marked as **Tender for Supplies, clearly stating the relevant section number and name** in the top left hand corner of the envelope. Each section tendered for **must** be returned in a separate clearly marked envelope. The envelope should not bear any company name or other distinguishing marks. All Tender Submissions must be addressed to:

**Mr John Kelpie**

**Chief Executive**

**Derry City & Strabane District Council**

**98 Strand Road**

**Derry**

**BT48 7NN**

**FORM OF TENDER**

To:

Derry City and Strabane District Council

I/We, the undersigned, hereby offer to supply and deliver some, or all, of the plant and equipment referred to in the attached schedules and to the associated conditions and shall complete the following documentation in full which forms our Tender offer.

* Completed Health and Safety Questionnaire and submission of all supporting documentation.
* Completed RIDDOR matrix.
* Completed Cost Matrices.

I/We agree that the acceptance of this tender, by letter from the Town Clerk and Chief Executive of the Council, whether for the whole or part of the items included therein will constitute a contract for the supply of such items.

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Guidance Notes for Applicants
2. The questions posed in the attached Health and Safety and RIDDOR questionnaires are designed to give the Council, sufficient information to make an assessment as to the suitability of your firm or company for the tender described.
3. It is very important that you answer all questions applicable to your firm or company as fully as possible; your application will be delayed or rejected if relevant questions are not answered or if other documents requested are not included. Please mark all supporting documents clearly with the name of your firm or company and the number of the question to which it refers.
4. If there is insufficient space on the form for your answer, please use a separate sheet but mark clearly the number of the question you are replying to. You may be asked to attend an interview in connection with your application.
5. Failure to provide all the information requested may invalidate your application
6. The replies on this form may require further clarification or you may be requested to supply further information by a particular date. Failure to respond to such requests within the time limit may prejudice your application.
7. Payments
8. Rates tendered shall be fixed for a period of 3 years and shall be exclusive of Vat and include all Contractor overheads to include costs of supervision, employer contributions, fuels, insurances, health and safety related costs and any other associated costs.
9. Definition of Services

 Contractors shall be required to carry out window cleaning services.

1. Derry City & Strabane District Council reserves the right to terminate the Contract with the Contractor should the Administer not be satisfied with the performance of the Contractor.
2. Indemnification

The Contractor shall indemnify the Council against all claims and actions which may be brought against the Council in respect of accidents, damage to property or injury to persons, whether in the employment of the Contractor or the Council.

1. Damage caused by Contractor

The Contractor shall forthwith make good all damage to any property, including property owned by Council, sustained as part of this contract.

1. Applicable Legislation

The Contractor has a statutory duty to comply with the Health and Safety related legislation as scheduled below:

1. Health and Safety at Work Order
2. The Management of Health and Safety at Work Regulations

|  |  |
| --- | --- |
| Table 1 - Health & Safety Questionnaire | Insert √ for YesX for No |
| Primary H&S Management Obligations and Documentation |
| Independently audited H&S Management System  |  |
| Written H&S Policy and Statement |  |
| Employ services of external Safety Consultant |  |
| Employ a Health & Safety Manager / Adviser |  |
| Named Senior Director responsible for H&S |  |
| 10m EL & 5m PL Liability Insurances |  |
| Vehicles, Plant and Machinery |
| LOLER Test Certificates |  |
| PSV Certificates for road going vehicles, trailers and vans |  |
| Safe condition of Plant, Equipment and Tools c/w with current legally required certificates where applicable. |  |
| Goods Vehicle Operators Licence |  |
| Driving licenses for all potential drivers |  |
| Machine operators CTA licenses for all operators |  |
| Current motor Insurance policy |  |
| Management of H&S |
| Date of last review of H&S Policy |  |
| H&S Policy communicated to all personnel  |  |
| Formal Health and Safety Induction training for all new employees |  |
| RA’s / Method statements / SSOW for all activities |  |
| Permit to Work when required |  |
| H&S trained Managers /Supervisors |  |
| H&S trained Operatives |  |
| Control of Sub-Contractors  |
| Employs sub-contractors |  |
| Procedure for receiving and reviewing risk assessments / method statements from sub-contractors. |  |
| Named person for site monitoring and inspections |  |
| Accident reporting procedure |  |
| End |  |

|  |
| --- |
| Table 2 - RIDDOR Matrix |
| Categories | Accidents |
| 2013 | 2014 | 2015 |
| Employees | SubContractors | Employees | Sub Contractors | Employees | Sub Contractors |
| No Employed / Engaged |  |  |  |  |  |  |
| No of Fatalities |  |  |  |  |  |  |
| No Reportable Injuries RIDDOR |  |  |  |  |  |  |
| No of Dangerous Occurrences RIDDOR |  |  |  |  |  |  |
| Please provide full details of any enforcement notices or prosecutions served on your Company in the last three years by the HSE or Local Authority. |
| What action did your Company take as a result of any enforcement notices or prosecutions served on them? |

# DERRY CITY & STRABANE DISTRICT COUNCIL

**TENDER FOR THE SUPPLY OF: WINDOW CLEANING**

For the period 1st April 2016 to 31st March 2019.

**Tender to be returned no later than 12:00 noon Friday 15th January 2016**

To:

 Derry City & Strabane District Council

 I/We, the undersigned, hereby offer to supply and deliver to you as required all the materials above mentioned and more particularly described in the attached Schedule, which may be required by you for use by various Departments of the Council during the above period at the prices quoted in the attached Schedule and subject to the attached conditions.

 I/We agree that the acceptance of this tender by letter from the Town Clerk and Chief Executive of the Council, whether for the whole or part of the items included therein will constitute a contract for the supply of such items.

MY/OUR full name and registered address is as follows:

…………………………………………………………………………….

…………………………………………………………………………….

…………………………………………………………………………….

…………………………………………………………………………….

Contact Telephone No:…………………………………………………

**DATED THIS……………….. DAY OF……………………**

Signature of or on behalf of Tenderer:.

Office or position in firm: …………………………………………

# DERRY CITY & STRABANE DISTRICT COUNCIL

# Tender : WINDOW CLEANINGSPECIFICATION.

**LOT 1(Items 1-24)**

|  |  |  |
| --- | --- | --- |
| **ITEM NO** | **PREMISES & NATURE OF WORK** | **PRICE** |
| 1. | Strand Road Offices (quarterly inside and outside).N.B. Special machinery will be required for Window Cleaning at this building. Aluminium surrounds will also have to be cleaned. Outside of windows must be cleaned from the outside only by use of a cherry picker type machine or water fed telescopic window cleaning poles. | \_\_\_\_\_\_\_\_\_\_\_Per quarter |
| 2. | All windows at Templemore Sports Complex (to be cleaned every 3 months – outside only). | \_\_\_\_\_\_\_\_\_\_\_Per quarter |
| 3. | Tourist Centre – Foyle Street (to be cleaned once per month both inside and outside.(this is to be billed directly to the tourist office) | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 4. | City Cemetery Offices (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 5. | City Baths, including Learner Pool (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 6. | Brooke Park Activity Centre (monthly – inside and outside).  | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 7. | Brooke Park Refurbishment – Gate lodge (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 8. | Brooke Park Refurbishment – Contact Sports Centre (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 9. | Brooke Park Refurbishment – Horticultural Training Centre (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 10 | Brooke Park Refurbishment - Café (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 11. | Tower Museum (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 12. | Skeoge Depot (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 13. | City of Derry Airport New Terminal (monthly – inside and outside).(this is to be billed directly to the Airport) | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 14. | Foyle Arena (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 15. | Community Services Office – Fanad Drive (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 16. | District Registrar's Office, 14 Magazine Street– (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 17. | Harbour Museum– (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 18. | 1-3 Waterloo Place Council Building – Ground, 1st & 2nd floors - (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 19. | Glenview Community Centre - (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 20. | Tullyalley Community Centre – (monthly – inside and outside) | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 21. | Lettershanndoney Community Centre– (monthly – inside and outside) | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 22. | Bishops Field Sports Centre - (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 23. | Creggan Neighbourhood Partnership (Central Drive Community Centre) - (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 24. | Guildhall – Green Room only – (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| **LOT 2(Items 25-32)** |
| **ITEM NO** | **PREMISES & NATURE OF WORK** | **PRICE** |
| 25. | Cleaning of all external glazing and internal glazing at the Derry Road Council Offices Buildings 1 & 2. (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 26. | Cleaning of all external glazing and internal glazing at the Pagoda Shop, Abercorn Square, Strabane.(monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 27. | Cleaning of all external and internal glazing EXCLUDING ROOF at the Visitors Centre, Castlederg. Made up as follows:- 24 No panel panes, 12 No Opening Sashes, 2 No Double Doors.(monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 28. | Cleaning of all external and internal glazing at the Alley Theatre. Strabane.Made up of frontage and side including porch and doors, external and internal. Including glass balustrades to first floor and stairs both sides. (monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 29. | Cleaning of all external glazing and internal glazing at the Strahans Road Waste Depot Offices, Strabane(monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 30.  | Cleaning of all external glazing and internal glazing at Melvin Leisure Centre, Strabane(monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 31. | Cleaning of all external glazing and internal glazing at Riversdale Leisure Centre, Strabane(monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |
| 32. | Cleaning of all external glazing and internal glazing at Castlederg Leisure Centre(monthly – inside and outside). | \_\_\_\_\_\_\_\_\_\_\_Per month |

**Derry City & Strabane District Council**

Schedule – Window Cleaning

1. This contract shall be for the period to 31st March 2019.
2. Persons tendering for this contract may be required to produce evidence to the Head of Department concerned or to a person nominated by him/her of their ability to execute the work and the successful contractor will be required to maintain adequate equipment and labour for the currency of the contract.
3. The Council will accept no responsibility for any injury sustained by the Contractor or his workmen during the course of their duties, nor will the Council accept any liability for damage to any equipment, which is the property of the Contractor.
4. The Contractor will be responsible for any damage to the Council’s property incurred through carelessness or neglect on the part of the Contractor or his workmen and the Contractor will be required to make good any such damage to the satisfaction of the Council.
5. The contractor will be required to be insured against all claims, howsoever arising, in connection with the execution of his contract, and to produce to the City Treasurer a statement for his Insurance Company or Brokers containing full details of his Public and Employer’s Liability Policies. In this respect please note that the limit of Indemnity under his Public Liability Policy should be at least £5 million.
6. The Contractor will be responsible for the conduct of his workmen during the course of their duties at the premises mentioned.
7. All windows must be cleaned to the satisfaction of the Head of the Department concerned or a person nominated by him/her.
8. The day or days on which the work is to be carried out will be arranged mutually between the Contractor and the person mentioned in Clause 7 above.
9. The Contractor will be deemed to have ascertained before tendering the extent of the work required at each of the premises listed in the specification.
10. All windows shall be cleaned once per month on the outside only unless otherwise stated.
11. Adequate proof of insurance cover for window cleaning must be submitted with Tender. Failure to submit this may entail rejection of Tender.
12. Public Liability insurance cover for window cleaning must be submitted with this Tender. Failure to submit this will entail rejection of Tender.

# ALL ERASURES AND ALTERATIONS MUST BE INITIALLED

**Mandatory Exclusion**

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

1. Conspiracy within the meaning of section 1 or 1a of the Criminal Law Act 1977 or article 9 or 9a of the Criminal Attempts and Conspiracy (Northern Ireland) order

1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/ JHA 2. Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 3a. The offence of bribery, where the offence relates to active corruption; 3b. Bribery within the meaning of section 1 or 6 of the Bribery Act 2010 4. Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:

• the offence of cheating the Revenue;

• the offence of conspiracy to defraud;

• fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978 or the Theft (Northern Ireland) order 1978

• fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the

• Companies Act 2006

• defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;

• an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968, or Section 19 of the Theft Act (Northern Ireland) 1969

• Fraud within the meaning of Section 2, or 3 or 4 of the Fraud Act 2006

• Making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of Fraud Act 2006

5. Money laundering within the meaning of Money Laundering Regulations 2003

6a. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State

6b. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

6c. An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

6d. any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Any convictions to be declared

YES

NO

Please circle as appropriate

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fair Employment Declaration**

**Fair Employment and Treatment (Northern Ireland) Order 1998**

1. Article 64 of the Fair Employment and Treatment (NI) Order 1998 (“the Order”) provided 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 if the circumstances specified in Article 62(1) of the Order, has been served with a notice by the Fair Employment Commission stating that he is not qualified for the purposes of Articles 64-66 of the Order or an employer who, by reason 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, DERRY CITY& STRABANE DISTRICT COUNCIL has decided that it shall be a condition of tendering that a contractor shall not be an unqualified person for the purposes of Articles 64-66 of the Order.

4. Contractors are, therefore, asked to complete and return the attached Declaration/Undertaking, with their quotation/tender, 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 a Council to which Article 64 of the Order applies.

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I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby declare that I am/we are not an unqualified person for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998. I/We undertake that no work shall be executed or good or services supplied by any unqualified person for the purposes of any contract with the DERRY CITY & STRABANE DISTRICT COUNCIL to which Section 64 of the Order applies.

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised to sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for and on behalf of:

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signed copy to be returned with Tender Submission)

**Freedom of Information**

Derry City & Strabane District Council is subject to the provisions of the Freedom of Information Act 2000. Should any tenderer consider that any of the information supplied by them is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases, the relevant material will, in response to FOI requests, be examined in light of the exemptions provided for in the FOI Act.

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. No information provided by Tenderers will be accepted “in confidence” and Derry City & Strabane 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.

Derry City & Strabane 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 Derry City& Strabane District Council having due regard to the exemptions available and the Public Interest. Tenderers 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. Tenderers are advised against recording unnecessary information.

In accordance with the Lord Chancellors code of Practice on the discharge of public functions, Derry City 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 Derry City & Strabane District Council.

Derry City & Strabane District Council will consult with tenderers, where it is considered appropriate, in relation to the release of controversial information. Tenderers will be notified by the council of any disclosure of information relating to them.