

AQW 45227/11-15

DATE FOR ANSWER: FRIDAY 15 MAY 2015

Lord Morrow (Fermanagh and South Tyrone): To ask the Minister for Regional Development, pursuant to AQW 44582/11-15, to provide, or place in the Assembly library, a copy of the contract for taxi provision as advertised, along with a list of where the contract was advertised.

DANNY KENNEDY

The tender was advertised on the Translink website in June 2009 with a closing date of 7 July. There were two responses to the advert.

The basis of the contract would have been on the scope of the Information to Tender document (ITT), the tenderer's submission, the award letter dated and the tenderer's subsequent acceptance letter.

A copy of the Information to Tender document will be placed in the Assembly Library but Translink has advised that the actual tender submission cannot be released as it is commercially sensitive.

Signed:

Danny Kennedy

Date:

12/05/15

Date: 24 July 2009
Our ref: 008/0029/07

Without Commitment

Dear Sir or Madam,

Translink Reference: Taxi Stand & Services for NIR

Translink which comprises of Citybus Limited (Metro), NI Railways Company Limited and Ulsterbus Limited and forms part of the Department for Regional Development invites you to submit a tender for the above project. This Invitation to Tender (ITT) is subject to the terms and conditions of contract which can be obtained from Translink website at www.translink.co.uk

Your Proposal should arrive **no later than 15.00 hours on Thursday 3rd September 2009 and please note the special return address. Under no circumstances will late tenders be considered, nor is Translink obliged to accept the lowest or any bid.**

Please confirm receipt of this ITT by return e-mail and also confirm no later than 3 working days from the date of this letter if you intend to submit tender(s). Please send these responses to Michelle Carlisle without delay.

Please find enclosed the ITT specification and schedules. The Instructions to Tenderers are designed to help you to meet the tendering requirements and aid the evaluation of your bid. **Please take care to read, comply and respond with all required aspects of the ITT specification and schedules.**

Documents relating to this invitation are:

- | | |
|--------|--|
| Part 1 | This letter of invite and the Instructions and notices to Tenderers |
| Part 2 | Tender brief (Response required) |
| Part 3 | Economic Operator response templates (Must all be completed, signed & returned with as part of tender response) |

We look forward to receiving a Tender from you.

Yours faithfully

Michelle Carlisle
Procurement Projects Advisor
Michelle.carlisle@translink.co.uk

Part 1 Instructions and conditions for submission and potential contract(s)

1. Tendering process and tender return

1.1 Condition of action in relation to this ITT

By responding to this document or otherwise submitting a Tender in relation to any of the matters contemplated by this document the respondent shall (for itself and on behalf of each of its subsidiary and associated companies or entities) be deemed to have agreed to the terms of this document and shall, to the fullest extent permitted by law, be waiving any and all rights which it or they may otherwise have in respect of this document or such other documents or information. This paragraph shall not have the effect of exempting any person from any liability for fraud or fraudulent misrepresentation.

1.2 Tender Return date and time

Tenders due for return and must be received by the **Tenders Controller** no later than the date shown in section 1.3 below (please also note in section 2.1 Compliance; Translink may reject late tenders):

1.3 Return address

Tenders must be returned to the following address shown below and containing the following details:

TENDER DUE FOR RETURN: 3pm on Thursday 3rd September 2009

**TENDERS CONTROLLER
TENDER FOR: Taxi Stand & Services for NIR
TRANSLINK REF: 008/0029/07**

**TRANSLINK
MILEWATER ROAD RECEPTION DESK
3 MILEWATER ROAD
BELFAST
BT3 9BG
NORTHERN IRELAND
UNITED KINGDOM**

Please note if you intend to have your tender delivered to Translink by courier then you **must ensure the couriers packaging states the correct return address written in full.**

1.4 Office opening hours

All Tenders delivered to Translink will only be accepted between **09:00 – 16:00 Monday to Thursday** and between **09:00 – 12:00 on Friday**. Tenders sent by recorded delivery or delivered by hand will not be accepted on either weekends or on Northern Ireland Public and Statutory Holidays.

1.5 Language & data input

1.5.1 All proposals and communications, whether written or oral, shall be conducted in the English Language at all phases of the tendering and contracting process. All tender documentation must be completed in black ink or electronically input.

1.6 Copies of the Tender to be provided

1.6.1 **THREE (3) hard copies** are to be provided one (1) of the hard copies must be marked as the "**MASTER COPY**" and contain all original signatures.

1.6.2 **ONE (1) electronic copy** of your response are to be provided on CD ROM in a format compatible with the MS Office Suite 2002.

1.7 Period of Tender Validity

Tenderers are required to keep Proposals valid for acceptance for a period of **120 days** from the closing date for receipt of Proposals (this will be indicated by the Tenderer once the form of Tender – Offer is signed as part of the Economic Operator Response Templates). A Tender valid for a shorter period may be rejected.

1.8 Conflict of Interest

Tenders must confirm in their proposals that there would be no conflict or perceived conflict of interest in relation to their connection to any potential contract for the requirement (please complete and return the form as part of the Economic Operator Response Templates).

1.9 Extensions

Any request for extension of the period for tendering must be received at least 5 working days before the due date for Tender return, but Translink do not undertake that an extension will be granted.

1.10 Procurement Timetable

1.10.1 The proposed timetable for this procurement is as shown below although Tenderers should note that this timetable is a guide only. Translink will inform all Tenderers if a change in the proposed timetable is made.

Dispatch of ITT	24 July 2009
Evaluation of Tender	w/c 7 th September 2009
Estimated Offer/acceptance of Contract	Quarter 3: 2009

1.10.2 The above timetable is an estimate; Translink operates under the Utilities Contracts Regulations and must receive a number of approvals before an offer of contract can be made or accepted. Consequently Translink may have to change the timetable of this procurement.

2. Notices for Tenderers

2.1 Compliance

2.1.1 Translink reserves the right to **reject** any Tender which is;

2.1.2 not received on time (Late Tenders),

2.1.3 delivered to the incorrect address,

2.1.4 incomplete, non-compliant,

2.1.5 received solely by email,

2.1.6 submitted using formats other than those supplied or specified by Translink,

2.1.7 incorrectly addressed or labelled.

2.1.8 Translink is not obliged to consider or accept alternative offers. Similarly offers made subject to additional or alternative Conditions of Contract may be rejected.

2.1.9 The onus lies with the Tenderer to prove that their Tender has been delivered to the correct address at or before the required date and time.

2.1.10 Translink cannot accept responsibility for postal or delivery delays.

2.2 Translink reserves the right:

2.2.1 To reject the lowest priced or any bid

2.2.2 To accept part of any Tender.

2.2.3 To repeat the tendering process and to request 'revise and confirm' bids and or 'best and final' offers and or further proposals at any time.

2.3 Tendering Costs and Expenses

No liability will be accepted by Translink for costs incurred by the Tenderer in preparation or in anticipation of the placing of a Contract and this includes tendering, clarification responses, presentations or site visit costs.

2.4 Authority to commit to contract

2.4.1 No Contract(s) shall exist until expressly entered into in writing by Translink.

2.4.2 Nothing in this ITT or any other documents or information provided by Translink or any of its advisers or agents is to be construed as implying a commitment by Translink to place any Contract, now or in the future with any Tenderer in respect of the requirement under consideration. All submissions, discussions, clarifications and negotiations are subject to a written contract and are not intended to create a legally binding contract unless this is entered into in writing by a person with the correct authority to commit Translink to contract of which the Tenderer is obliged to verify this authority prior to any acceptance. No purchase orders or instructions to proceed will be placed nor any payment/ payments made until Contracts have been exchanged and any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of the Tenderer. This paragraph shall not have the effect of exempting any person from any liability for fraud or fraudulent misrepresentation.

2.4.3 Tenderers are requested to ensure that they can have available, at short notice during the various procurement phases, personnel who are empowered to commit their company. Tenderers are expected to be in a position to finalise contract documentation immediately at the time of notification of outcome of the competition or if applicable at the end of any standstill period or at the latest within 4 working weeks of the notification of outcome. If for any reason the formal contract documentation is not completed in the required time and a satisfactory agreement can not be reached Translink reserve the right to halt the contract award procedure and seek an alternative Economic Operator.

2.4.4 All documents submitted by Tenderers or subsequent clarifications relating to this ITT may be incorporated into any potential contract.

2.5 State of readiness

Tenderers are expected to be in a position to start performance any potential contract within 4 working weeks from notification of the outcome of Tenders or at the start date agreed by both parties.

2.6 Contract Law

No Contract(s) shall exist until expressly entered into in writing by Translink and shall be subject to the Laws of Northern Ireland. Should any matter relating to this procurement, award of Contract(s) or delivery of these Contracts(s) require resolution by Arbitration both parties agree to abide by the decision of an appointee of the Law Society of Northern Ireland. The courts of Northern Ireland shall have sole jurisdiction.

2.7 Location of Project

It is expected that most meetings will take place in Northern Ireland but may take place at other locations when appropriate.

2.8 Insurance

Proof of insurances required by law and those required for this project may be requested before the final contract is awarded. If the successful Tenderer's insurance coverage is deemed to be unsatisfactory by Translink or by Translink's insurance broker then Translink reserve the right to award the contract to another Tenderer.

2.9 Information provided during the tendering process

The Economic Operator may be required to furnish information and evidence to verify that statements made at any point in the tendering process. Translink shall have the right to disqualify from the competition any Economic Operator at any stage that is found to have provided information which is deemed by Translink to be incorrect or misleading.

2.10 Pricing & Payment

2.10.1 All prices listed in Tender documentation shall be exclusive of Value Added Tax (VAT) and in Pounds Sterling.

All payments associated with the resulting contract shall be by Bank Automated Clearing Service (BACS) bank transfers and shall be in Pounds Sterling. For the avoidance of doubt, payments will only be paid against invoices which are used for the purposes of VAT.

2.10.2 In order to facilitate the comparison of Tenders, the prices quoted must be calculated in strict accordance with the definition of Contract Price included in the Conditions of Contract or this ITT.

2.11 Freedom of Information

- 2.11.1 The Tenderer in response to this document acknowledges that Translink is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) including all subsequent amendments and substitutions; this means that as a public authority Translink may be obliged to disclose information in response to a request.
- 2.11.2 Should a Tenderer receive a direct request under FOIA the Tenderer shall forward such a request to Translink who will determine the nature of any response.
- 2.11.3 Tenderers are asked to consider if any of the information supplied in the course of this tendering process should not be disclosed because of its sensitivity. Tenderers must complete the "Freedom of Information Statement" (form is part of the Economic Operator Response templates) identifying which information is considered commercially sensitive and specify the reasons for its sensitivity. Translink will consult with Tenderers if appropriate about sensitive information before making a decision on Freedom of Information requests received. Tenderers shall use all reasonable endeavours to comply with any request from Translink when dealing with a response to a request for information sought under FOIA.
- 2.11.4 By responding to this ITT the Tenderer acknowledges that Translink is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with Translink (at the Contractor's expense) to enable the Translink to comply with these Information disclosure requirements.
The Tenderer shall and shall procure that its sub-contractors shall:
- a. transfer the Request for Information to Translink as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information;
 - b. provide the Translink with a copy of all Information in its possession or power in the form that Translink requires within 5 Working Days (or such other period as Translink may specify) of Translink requesting that Information; and
 - c. provide all necessary assistance as reasonably requested by Translink to enable Translink to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.
- 2.11.5 Translink shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information: a. is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; b. is to be disclosed in response to a Request for Information, and in no event shall the Tenderer respond directly to a Request for Information unless expressly authorised to do so by Translink.
- 2.11.6 The Tenderer acknowledges that Translink may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA, be obliged under the FOIA, or the EIR to disclose Information:- a. without consulting with the Tenderer, or b. following consultation with the Tenderer and having taken its views into account.
- 2.11.7 The Tenderer shall ensure that all information produced in the course of the tendering process or relating to that process is retained for disclosure during the tendering process.
- 2.11.8 The Tenderer acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that Translink may nevertheless be obliged to disclose Confidential Information.

2.12 ITT Amendments

Translink reserve the right to amend, alter, supplement or withdraw any part of the ITT, for which all Tenderer's will be advised. Tenderers cannot amend their tender after the Closing Date except where any amount is found to be incorrect due to mathematical error and in such cases the Tenderer may be invited to correct errors or in the event that Tenderers are invited to do make amendments by Translink.

2.13 ITT Information

The information contained in this ITT is given in good faith. It does not purport to contain all the information a potential Tenderer may require to allow them to submit a Tender. Tenderers should independently satisfy themselves as to the investigations they may undertake to ascertain all of the information they require to enable them to submit a tender. The information in this ITT supersedes the information provided prior to the date of the ITT.

2.14 ITT Material

2.14.1 ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-Tender clarification meetings, in whatever form or medium), patterns and samples, issued to you by Translink or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of Translink or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the contacts listed in this ITT without delay if any additional ITT Material may be required for the purpose of tendering.

2.14.2 Tenderers should note that the information requested herein comprises a minimum requirement. Tenderers should supply all the information that they feel is necessary to enable Translink to suitably assess the Tender response.

2.15 Intellectual Property Rights

The Intellectual Property Rights in ITT Material may belong to Translink or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of Translink. If the Tenderer discloses the ITT Material other than to employees involved in the Tender preparation, or uses the ITT Material other than for the purpose of Tendering, Translink, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

2.16 Return and disposal of ITT Material

2.16.1 It is the responsibility of all Economic Operators who receive an ITT to treat the ITT material as confidential and dispose of it accordingly.

2.16.2 Translink shall not return to Tenderers any Tender Material submitted and shall dispose of tender materials in due course at the conclusion of the tendering process.

2.17 Confidentiality

The Tenderer acknowledges and shall ensure that information exchanged throughout this process shall be treated as confidential and will not be released to any other party without the prior agreement of Translink. In returning a Tender the Tenderer acknowledges that they shall not divulge to any third party at any time other than for the purposes of submitting a Tender any information as to the status of their Tender. Any breach of this confidentiality will be treated seriously by Translink and may result in termination of proceedings. Translink reserves the right to recover costs resulting from any such breach.

2.18 Communication on Acceptance

Under no circumstances should a successful Tenderer(s) confirm to any third party the fact of their or Translink's acceptance of an offer of contract prior to informing Translink of their acceptance, and/or ahead of Translink's announcement of the award of contract.

2.19 Tendering Entity

Tenders will only be accepted from Prime Contractors and that as such, Prime Contractors will be responsible for managing all deliverables associated with the Contract.

2.20 Canvassing

Any Tenderer who directly or indirectly canvasses any employee of Translink or any Government Department concerning the award of contract or who directly or indirectly obtains or attempts to obtain information from such an employee concerning the proposed or any other proposal may be disqualified.

2.21 Sustainability

Sustainable procurement has been cited as a process where by organisations meet their need for goods, services, works and utilities in a way that achieves value for money on a whole life cost basis in terms of the effect not only on the organisation but also on society, the economy and the environment. Translink is committed to considering sustainability issues in its procurement activities.

2.22 Innovative Tendering

- 2.22.1 The Tenderer is encouraged to submit an Innovative Tender but this is not mandatory. **If a Tenderer chooses to submit an Innovative Tender this must be in addition to and attached at the back of the Tenderer's fully compliant tender** unless expressly directed otherwise by the conditions of the accompanying ITT Material. An Innovative Tender is a Tender which offers an alternative approach to, or method of, meeting the Translink's requirements as established in this ITT, or some reasonable relaxation of the conditions of this ITT which might provide better value for money for Translink.
- 2.22.2 Translink will give full and careful consideration to any innovative solution which the Tenderer may wish to submit. To facilitate such consideration, an Innovative Tender should be offered, so far as possible, on the basis of the conditions set out in this ITT.
- 2.22.3 Translink reserves the right to accept an Innovative Tender where it considers that this meets its requirement as established by this ITT. Translink's decision will be final in this regard.
- 2.22.4 Translink will not ordinarily seek to use an Innovative Tender as the basis for a further round of tendering, having given all Tenderers the same encouragement to think radically. Exceptionally, where Translink considers that the tendering exercise has been ineffective, or an Innovative Tender has revealed its requirement to have been expressed in terms that inhibited the achievement of best value for money, it may determine that its requirement as established by this ITT should be amended and may seek new or revised Tenders. In doing so the Translink may need to take account of the broad general features of innovative solutions. By submitting an Innovative Tender, a Tenderer shall be regarded as having authorised the Translink to use such broad general features of that innovative solution as Translink considers necessary for the purpose of seeking any new or revised Tenders. The Tenderer may mark or otherwise identify areas of particular commercial sensitivity in his Innovative Tender which require prior discussion with Translink on measures to protect the Tenderer's commercial interests in any exercise to seek new or revised Tenders.

2.23 Scope of Contract, Contract options and conditions

- 2.23.1 The Tenderer shall undertake work and meet the requirements as defined in this ITT within the specification.
- 2.23.2 Translink reserves the right to seek competitive tenders for the additional option requirement(s) in such event; the Tenderer shall not relinquish any of his obligations to supply the option requirement(s).

2.24 Conditions for submission of proposal and potential contract

- 2.24.1 Where the ITT describes any contractual arrangements which are proposed but not yet in force, Translink reserve the right to alter those arrangements and references to the contract are to the complete version.
- 2.24.2 Any potential contract with Translink shall be subject to the Terms and Conditions **listed on the Translink website which can be found at; <http://www.translink.co.uk/tenders.asp>** Please note your tender must be fully compliant with the conditions listed and Translink reserve the right to exclude Tenderers from the tendering process for non-compliance or if qualifications on the conditions are made.

3. Tender Evaluation

3.1 Evaluation Criteria

- 3.1.1 Tenders must be fully compliant with the requirements detailed in the tender documentation. Tenderers must accept the Conditions listed in this ITT.
- 3.1.2 Tenders will be evaluated on the bases of the most economically advantageous and the evaluation criteria that will be used to ensure best value for money in the award of this contract is;

Compliance with Taxi Stand & Service requirements 30%	<ul style="list-style-type: none">• Ability to meet / exceed the NIR Taxi Stand & Service requirements and compliance with all relevant tax legislation/regulations to fulfil the contract
Methodology 30%	<ul style="list-style-type: none">• Proposed methodology of processing requests for taxi services, managing the NIR account and invoices
Commercial Submission 40%	<ul style="list-style-type: none">• Costs

3.2 Tenderer Clarifications

- 3.2.1 Translink reserve the right to conduct clarifications with one or more Tenderers.
- 3.2.2 Following receipt, bids will be assessed against the above criteria and, if deemed necessary, companies will be invited for a clarification interview and/or should it be necessary, detailed clarification questions will be raised with the relevant Tenderers.
- 3.2.3 All correspondence connected with Tenders which may require attention by Translink before the due date (e.g. clarification questions) must be submitted to and received **at least 3 working days before the due date for Tender return**. Tenderers may submit electronic e-mail requests.

3.3 Formal Contact and Communications

If you require any further clarification on this project, please put your clarification in writing to the following contact via e-mail or hard copy.

For clarifications contact:

Commercial Lead: Michelle Carlisle

Michelle.carlisle@translink.co.uk

3.4 Responses

All statements in the tender response shall be supported with evidence. Unsupported assertions may be disregarded. Tenderers are requested to consider the timescale available for assessment and provide clear, concise and focused responses in the tender return.

3.5 Identity of questioners

Translink shall attempt to provide all Tenderers with the information, questions and answers pertaining to clarifications asked of Translink during the tendering period and Translink shall attempt to protect the identity of the questioner.

3.6 Tender progress enquires

No useful purpose is served by enquiring about the result of a competition. All Tenderers will be notified of Translink's decision as early as possible.

3.7 **Presentations**

Translink reserve the right to request presentations from Tenderers as part of the tender process at any time. Any presentations will normally be held in Northern Ireland but may be held at the Tenderers Premises. Presentation may be utilised as part of the tender evaluation process.

3.8 **Site visits**

Not Used

3.9 **Samples**

Where it is indicated that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:-

- a) The Tenderer's name and address.
- b) The ITT Reference Number and due date for return of the Tender.
- c) Description and Item Number cross referenced to the Requirements.

Samples may be utilised as part of the tender evaluation process.

3.10 **References**

Tenderers may be required to provide Translink with formal references regarding their work and this information may be utilised as part of the tender evaluation process.

3.11 **Debriefing**

Tenderers will be entitled to a debrief should they so wish. All debriefs will be held in Northern Ireland. All requests for debrief must be provided to Translink's Procurement Projects Advisor, Michelle Carlisle, in writing (e-mail requests are permitted).

4. **Format of Response**

4.1 Proposals must be presented in the following order and fully address the following issues:

4.2 **Document Structure**

The documents to be returned by Tenderers must be provided in the following chronological format and robustly bound in the order in which they are shown below:

Response to Requirements

Tenderers must provide a full written response to each of the tender requirements in Part 2 Tender Brief in the numerical order provided. Note: *Failure to provide sufficient information/detail will be reflected in the marks awarded.*

Tenderers must complete, sign and return all Part 3 Economic Operator response templates:

- Appendix 1 Form of Tender - Offer**
- Appendix 2 Certificate relating to Bonafide Tender**
- Appendix 3 Freedom of Information Statement**
- Appendix 4 Conflict of interest declaration form**
- Appendix 5 Confirmation of Insurance details**
- Appendix 6 VAT Registration & Economic Status**
- Appendix 7 Fair Employment and Treatment (NORTHERN IRELAND) ORDER 1998**
- Appendix 8 Pricing Schedule**

Part 2 Tender Brief

Background

Translink is the main public transport provider in Northern Ireland and it is made up of three companies: Metro, Ulsterbus and Northern Ireland Railways (NIR). Metro operates approximately 250 buses in Belfast and Ulsterbus provide a network of services across Northern Ireland with a fleet of 1200 buses and coaches. Both companies provide public transport and also dedicated school bus services. NIR operates on approximately 200 mile of track with a fleet of 146 vehicles made out of 80, 450 and CAF class diesel electric multiple units. It also currently operates and delivers in partnership with Irish Rail, 16 x Cross-Border services Monday to Saturday (8 arrivals to Belfast and 8 departures to Dublin), and 10 services each Sunday (5 arrivals to Belfast and 5 departures to Dublin). These trains are Intercity services operated by De-Dietrich coaches and powered with a GM 201 class locomotive.

Scope

Northern Ireland Railways (NIR) require the services of a licensed taxi company who is prepared to lease the taxi stand at Belfast Central Railway Station, using uniformed operatives, for an annual fee, to provide a dedicated taxi service to NIR travelling passengers. The licensed taxi company must also tender to provide a 24/7 licensed taxi service for NIR operational requirements (**for staff and NIR clients**) in the Greater Belfast area.

Taxi Stand & Service Requirements

The successful contractor will be required to take responsibility for all taxi services in relation to this contract. This will include

- providing the required 24/7 licensed taxi services necessary to fulfil the contract
- providing uniformed taxi operatives
- providing adequate licensed taxi vehicles including wheelchair accessible vehicles to provide a service to NIR travelling passengers at the taxi stand at Central Station and to provide a 24/7 taxi service for NIR operational requirements (**for staff and NIR clients**) in the Greater Belfast area as requested
- ensuring the taxi stand does not exceed 8 vehicles at any one time
- evacuating the taxi stand area for an agreed period of time, subject to NIR operational requirements, if any emergency circumstances were to arise
- taxi requests made by disabled customers travelling to/from NIR locations should not incur a premium charge and should be responded to within a 20 minute timescale
- ensuring they and their drivers maintain and update all relevant taxi licensing and service requirements to meet Northern Ireland policies and legislations/regulations
- maintaining a log of all contracted taxi journeys from NIR sites throughout the duration of the contract

- appointing a dedicated contact within your company to oversee the contract and ensure smooth continuity of agreements/ amendments as required
- providing a current matrix of taxi service costs, covering the minimum Greater Belfast area, which will be charged to NIR travelling passengers
- ensuring any changes or amendments (after the contract has been awarded) are forwarded, agreed and signed off by the contract Procurement Project Advisor / Buyer
- ensuring that the contract order number is quoted on each invoice (invoices without the contract order number may not be processed by Translink)
- ensuring all dockets for taxi services (quoting contract order number) are signed by a NIR Manager/Supervisor and a copy is attached to the invoices sent for payment
- communicating as soon as possible with the Procurement Project Advisor / buyer if any contract issues arise
- meeting with the Procurement Project Advisor / buyer on a regular basis to report the progress of the contract and discuss any issues

Information Required from Tenderers (Response required to all questions below)

(1) Tenderers must confirm and state how they can/will meet all the requirements for this contract as detailed at **Taxi Stand & Service Requirements**

(2) Tenderers must provide a methodology of how they will process requests from NIR operations for taxi services for staff and NIR clients and manage this NIR operational account. This must include how tenderers would process and manage a request for up to a 100 vehicles being required at short notice, for example to transport passengers from a train that has suddenly become inoperative.

(3) Tenderers must complete the costs at **Appendix 8 Schedule of Rates** for the annual lease fee for the taxi stand and associated equipment/services at Central Station and for the provision of taxi services to meet NIR operational requirements.

(4) The successful contractor and its drivers must comply with all current Northern Ireland policy and legislation/regulation for taxi licensing and services. Tenderers are required to confirm and provide supporting evidence that they and their drivers currently meet with all Northern Ireland policies and legislations/regulations for the provision of its taxi licensing and services.

(5) It is a requirement that successful contractor will maintain an accounting system capable of monthly invoicing. Tenderers must state that they can meet this requirement and detail how they will process and maintain the NIR account system and invoices.

(6) The successful contractor must provide a taxi service with adequate quality controls and corresponding customer service provision. Tenderers are required to confirm and provide supporting methodologies of how they can provide these for both NIR travelling passengers and NIR operational contracted services.

(7) Tenderers must provide details of any contract services which will be provided by sub-contractors including names, addresses, etc. and how you intend to manage these sub-contractors and services.

(8) If awarded this contract, tenderers must confirm that they will hold contract prices for the initial contract period and will endeavor to create efficiencies wherever possible over the lifetime of the contract to potentially reduce service costs.

Contract Period

The contract period will be initially for 3 years with an option to extend for a further period not exceeding 3 years.

Part 3 Economic Operator response templates

Appendix 1 FORM OF TENDER - OFFER

To: Translink (Translink includes Citybus Limited, NI Railways Company Limited and Ulsterbus Limited)
In relation to ITT Ref. No: 008/0029/07 for the Taxi Stand & Services for NIR

1. I/We the undersigned hereby tender for the above contract and in doing so make an offer in accordance with the ITT Instructions, notices, conditions of contract and Specification at the price or prices quoted in British Pounds Sterling exclusive of VAT in the Schedule forming part of my/our tender response. Costs not identified within this Tender will be deemed to be waived.
2. I/We agree that having completed this form an offer is made from which a binding contract shall be constituted by this Tender upon Translink's acceptance thereof.
3. I/We have read, accept and agree to abide by the Conditions of Contract set out by the ITT which take precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by me/us in connection with this Contract.
4. I/We understand that Translink does not bind itself to accept the lowest or any tender submitted in response to this enquiry and may accept the whole or part of any tender.
5. I/We understand that Translink reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders and in such circumstances may use the negotiated procedure without a further call for competition.
6. I/We warrant that I/we have all the requisite corporate authority to sign this tender.
7. I/We confirm that our offer will remain valid for a period of 120 days from the Tender return date.

Dated this _____ day of _____ 20 _____

Signed: _____

Name in BLOCK CAPITALS: _____

for and on behalf of:
(State company name/contracting
entity in BLOCK CAPITALS) _____

In the capacity of:
(State official position in BLOCK
CAPITALS e.g. DIRECTOR,) _____

Registered Address: _____

To: Translink (Translink includes Citybus Limited, NI Railways Company Limited and Ulsterbus Limited)
In relation to ITT Ref. No: 008/0029/07 for the Taxi Stand & Services for NIR

Appendix 2 CERTIFICATE RELATING TO BONA FIDE TENDER

1. The essence of tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender intended to be competitive and that we have not fixed or adjusted the amount of the tender, rates or prices by or under or in accordance with any agreement or arrangements with any other person, save for the purposes of submitting a joint tender.

2. **We also certify that we have not:**
 - a. communicated to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of this tender;
 - b. entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
 - c. offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above;
 - d. Solicited or canvassed assistance from any parties who may be privy to the award of any contract(s) resultant from this ITT.

3. We undertake that we will not do any of the acts mentioned in paragraphs 2a, b, c and d above at any time before the acceptance or rejection of this tender.

4. In this certificate the word "person" includes any persons and any body or association, corporate or unincorporated and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

5. We accept that should any of the above acts be proven against us that our Tender will not be considered.

6. We accept that should any of the above acts be proven against us that any contract(s) awarded under this procurement may be set aside and that no contracts will be awarded to us within a period of ten years from the date that the original set aside took place.

Signed: _____

Name in BLOCK CAPITALS: _____

for and on behalf of:

(State company name/contracting entity in BLOCK CAPITALS) _____

In the capacity of:

(State official position in BLOCK CAPITALS e.g. DIRECTOR,) _____

Date: _____

Appendix 3 FREEDOM OF INFORMATION STATEMENT

Please complete where appropriate.

I/We consider that :-

1. The information in this tender is sensitive*.

2. The information in this tender is not sensitive*.

***Delete as appropriate.**

3. If the information supplied in this tender is considered sensitive, please state which information should not be disclosed and provide reasons.

4. Period for which information should remain commercially sensitive. Please state.

Signed:

Name in BLOCK CAPITALS:

for and on behalf of:

(State company name/contracting entity in BLOCK CAPITALS)

In the capacity of:

(State official position in BLOCK CAPITALS e.g. DIRECTOR,)

Date:

Translink shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- a. is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;*
- b. is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by Translink.*

To: Translink (Translink includes Citybus Limited, NI Railways Company Limited and Ulsterbus Limited)
 In relation to ITT Ref. No: 008/0029/07 for the Taxi Stand & Services for NIR

Appendix 5 CONFIRMATION OF INSURANCE DETAILS

I/We warrant that :-

The insurance details provided at PQQ stage of this competition remain completely accurate and unchanged. Those insurance types and liability limits listed in the PQQ remain in force and have not expired.

Yes No N/A

If your answer is No please complete the following section

INSURANCE - Note: Proof of the details provided may be required later.	
Limits of Indemnity in respect of (Please state whether any one occurrence or in the aggregate and write not applicable (N/A) if appropriate)	
<i>Employers Liability</i> <i>Expiry Date</i> Please list your current figure & note that Translink may require the Employers Liability figure to be at least £10 Million and you may be requested prior to any contract with Translink to obtain this.	£
<i>Public Liability</i> <i>Expiry Date</i>	£
<i>Products Liability</i> <i>Expiry Date</i>	£
<i>Professional Indemnity</i> <i>Expiry Date</i>	£
<i>Contractor All risks</i> <i>Expiry Date</i>	£
<i>Please list any other forms of insurance held, their limits of indemnity and their expiry dates:</i>	

Signed: _____

Name in BLOCK CAPITALS: _____

for and on behalf of:

(State company name/contracting entity in BLOCK CAPITALS)

In the capacity of:

(State official position in BLOCK CAPITALS e.g. DIRECTOR,)

Date: _____

To: Translink (Translink includes Citybus Limited, NI Railways Company Limited and Ulsterbus Limited)
In relation to ITT Ref. No: 008/0029/07 for the Taxi Stand & Services for NIR

Appendix 6 VAT REGISTRATION

Part 1 or Part 2 and Part 3 to be completed as appropriate by the Tenderer and returned with Tender Documents:-

1. My/Our VAT Registration Number is: _____
Signed by: _____
for and on behalf of: _____
Date: _____

2. We are **"EXEMPT"** from VAT under the terms of the Value Added Tax Act 1994.
Signed by: _____
for and on behalf of: _____
Date: _____

3. Please indicate which of the following best describes the economic status of your company/organisation:-
Small and Medium Sized Enterprise
If other please specify: _____

Signed: _____

Name in BLOCK CAPITALS: _____

for and on behalf of:
(State company name/contracting entity in BLOCK CAPITALS) _____

In the capacity of:
(State official position in BLOCK CAPITALS e.g. DIRECTOR,) _____

Date: _____

To: Translink (Translink includes Citybus Limited, NI Railways Company Limited and Ulsterbus Limited)
In relation to ITT Ref. No: 008/0029/07 for the Taxi Stand & Services for NIR

Appendix 7 FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998

1. Article 64 of the Fair Employment and Treatment (Northern Ireland) Order 1998 provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64(4) also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or supplies or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.
2. For the purposes of Articles 64-66 of the Order, an unqualified person is a person on whom a notice has been served under Article 62(2) or Article 63(1) of the Order and which has not been cancelled.
3. Mindful of its obligations under the Order, Translink has decided that it shall be a condition of tendering that a contractor shall not be an unqualified person for the purpose of Articles 64-66 of the Order.
4. Contractors are therefore asked to complete and return the form endorsed hereon, with their tender, to confirm that they are not unqualified persons and to undertake that no work shall be executed or supplies or services supplied by an unqualified person for the purposes of any contract with Translink to which Article 64 of the Order applies.

FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998

I/We hereby declare that I am/we are not unqualified for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998.

I/We undertake that no work shall be executed or supplies or services supplied by any unqualified person for the purposes of any contract with Translink, to which Article 64 of the Order applies.

Signed: _____

Name in BLOCK CAPITALS: _____

for and on behalf of:
(State company name/contracting entity in BLOCK CAPITALS) _____

In the capacity of:
(State official position in BLOCK CAPITALS e.g. DIRECTOR,) _____

Date: _____

To: Translink (Translink includes Citybus Limited, NI Railways Company Limited and Ulsterbus Limited)
In relation to ITT Ref. No: 008/0029/07 for the Taxi Stand & Services for NIR

Appendix 8 - Schedule of Rates

Please insert the relevant costs as detailed below:

Annual Lease Fee for the Taxi Stand at Central Station: £
(This fee must be equal to or above a floor amount of 10K)

NIR Contracted Taxi Services – Minimum Charge per Journey: £
Cost per Mile: £
(Contracted costs for NIR operational requirements only)

Signed:

Name in BLOCK CAPITALS:

for and on behalf of:

(State company name/contracting
entity in BLOCK CAPITALS)

In the capacity of:

(State official position in BLOCK
CAPITALS e.g. DIRECTOR,)

Date:
