

The Education and Library Boards employ a two-stage competitive tendering process for home to school transport. The first stage – selection - requires tenderers to demonstrate that they can comply with a series of selection criteria, including roadworthiness of vehicles, appropriate taxing, insuring and licensing, and appropriately licensed drivers. The second stage – award - involves only those tenderers that have successfully met the stage one criteria. A contract is awarded to the operator who has the capacity to carry out the contract in the most economic and effective fashion vis-à-vis the competitors.

There is no tendering process solely for Fermanagh so this may not be published. The Western Education and Library Board operates a tender process on a whole-Board basis. Routes that are put out to tender are dependent on the needs of the service and can vary from year to year and from tender period to tender period. The current tender was advertised in the EU Journal and the selection and award criteria were included in the tender documentation forwarded to any prospective tenderer. I have arranged for a copy of the tender to be placed in the Assembly Library.

## **TENDER FOR PRIVATE BUS HIRE**

**TENDER PERIOD: 1 SEPTEMBER 2011 – 30 JUNE 2012  
(with options to extend for two further periods of one year)**

**TENDER REFERENCE: 60889**



**Responses to this document will be used in the first step of selecting applicants to participate further in the procurement.**

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**FOR OFFICE USE ONLY**

**Opened By:**

**Date:**

## PROCUREMENT SECTION

### **IMPORTANT NOTICE**

**THE ATTENTION OF TENDERERS IS DRAWN TO THE FACT THAT IN NO CIRCUMSTANCES WHATSOEVER IS THE NAME OR DISTINGUISHING MARK OF THE TENDERER TO APPEAR ON THE TENDER ENVELOPE.**

IN INSTANCES WHERE THE DOCUMENTS ARE DELIVERED BY A THIRD PARTY, INSTRUCTION SHOULD BE GIVEN TO ENSURE THAT THIS REGULATION IS NOT CONTRAVENED.

**ANY TENDER WHICH IS SUBMITTED IN CONTRAVENTION OF THIS CONDITION WILL NOT BE CONSIDERED.**

Company .....  
(Full Name of Tenderer)

Address .....  
.....  
.....

Tel. No. .... Fax No. ....

E-Mail .....

Person to be contacted regarding this tender (**Block Capitals**).....

I offer and agree on the acceptance of this tender, in whole or in part, by the WELB to provide services as shall be set out in the schedule and at the prices set out in the said schedule and in accordance with the general and special terms and conditions.

I confirm that:

- (a) Article 7 of the Health and Safety at work (Northern Ireland) Order 1978 has been noted.
- (b) The declaration and undertaking annexed hereto relating to the Fair Employment (Northern Ireland) Act 1998 has been completed.

Signed by the said Tenderer (or if a Limited Company by a duly authorised Officer of the Company):-

.....

Name (**Block Capitals**): .....

Position held .....

Date .....

## **THE HEALTH AND SAFETY AT WORK (NORTHERN IRELAND) ORDER 1978**

### **ARTICLE 7**

1. It shall be the duty of any person who designs, manufacturers, imports or supplies any article for use at work –
  - (a) to ensure, so far as is reasonably practicable, that the article is so designed and constructed as to be safe and without risk to health when properly used;
  - (b) to carry out or arrange for the carrying out of such testing and examination as may be necessary for the performance of the duty imposed on him by sub-paragraph (a);
  - (c) to take such steps as are necessary to secure that there will be available in connection with the use of the article at work adequate information about the use for which it is designed and has been tested, and about any conditions necessary to ensure that, when put to use, it will be safe and without risks to health.
2. It shall be the duty of any person who undertakes the design or manufacture of any article for use at work to carry out or arrange for the carrying out of any necessary research with a view to the discovery and, so far as is reasonably practicable, the elimination or minimisation of any risks to health or safety to which the design or article may give rise.
3. It shall be the duty of any person who erects or installs any article for use at work in any premises where that article is to be used for the carrying out of any necessary research with a view to the discovery and, so far as is reasonably practicable, that nothing about the way in which it is erected or installed makes it unsafe or a risk to health when properly used.
4. It shall be the duty of any person who manufactures, imports or supplies any substance for use at work –
  - (a) to ensure, so far as is reasonable practicable, that the substance is safe and without risks to health when properly used;
  - (b) to carry out or arrange for the carrying out of such testing and examination as may be necessary for the performance of the duty imposed on him by sub-paragraph (a);
  - (c) to take such steps as are necessary to secure that there will be available in connection with the use of the substance at work adequate information about the results of any relevant tests which have been carried out on or in connection with the substance and about any conditions necessary to ensure that it will be safe and without risks to health when properly used.
5. It shall be the duty of any person who undertakes the manufacture of any substance for use at work to carry out or arrange for the carrying out of any necessary research with a view to the discovery and, so far as is reasonably practicable, the elimination or minimisation of any risks to health and safety to which the substance may give rise.

6. Nothing in the provision of this Article shall be taken to require a person to repeat any testing, examination or research which has been carried out otherwise than by him or at his instance, in so far as is reasonable for him to rely on the results thereof for the purpose of those provisions.
7. Any duty imposed on any person by any of the preceding provisions of this Article shall extend only to things done in the course of a trade, business or other undertaking carried on by him (whether for profit or not) and to matters within his control.
8. Where a person designs, manufactures, imports or supplies an article for or to another on the basis or a written undertaking by that other to take specified steps sufficient to ensure, so far as is reasonable practicable, that the article will be safe and without risks to health when properly used, the undertaking shall have the effect of relieving the first-mentioned person for the duty imposed by paragraph (1) (a) to such extent as is reasonable having regard to the terms of the undertaking.
9. Where a person (“the ostensible supplier”) supplies any articles for use at work or substance for use at work to another (“the customer”) under a hire-purchase agreement, conditional sale agreement or credit-sale agreement, and ostensible supplier –
  - (a) carries on the business of financing the acquisition of goods by other by means of such agreements; and
  - (b) in the course of that business acquired his interest in the article or substance supplied to the customer as a means of financing its acquisition by the customer from a third person (“the effective supplier”)

the effective supplier and not the ostensible supplier shall be treated for the purpose of this Article as supplying the article or substance to the customer, and any duty imposed by this Article on suppliers shall accordingly fall on the effective supplier and not on the ostensible supplier.
10. For the purpose of this Article an article or substance is not to be regarded as properly used without regard to any relevant information or advice relating to its use which has been made available by a person by whom it was designed, manufactured, imported or supplied.

**FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998**

**DECLARATION**

- 1 Article 64 of the Fair Employment and Treatment (N I) Order 1998 ("the Order") provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64 also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.
  
- 2 An unqualified person is either an employer who, having been in default in the circumstances specified in Article 62 (1) of the Order, has been served with a notice by the Fair Employment Commission stating that he is not qualified for the purposes of Articles 64 to 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, the Western Education and Library Board has decided that it shall be a condition of tendering that a tenderer shall not be an unqualified person for the purpose of Articles 64 to 66 of the Order.
  
- 4 Tenderers 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 goods or services supplied by an unqualified person for the purposes of any contract with the Western Education and Library Board to which Article 64 of the Order applies.

**Please complete sections (a), (c), (d) and (e) below in full.**

- (a) I/We \_\_\_\_\_ hereby declare that I am/we are not unqualified for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998.
  
- (b) I/We undertake that no work shall be executed or goods or services supplied by any unqualified person for the purposes of any contract with the Western Education and Library Board to which Article 64 of the Order applies.
  
- (c) SIGNED BY: \_\_\_\_\_
  
- (d) Duly authorised \_\_\_\_\_  
to sign for
  
- (e) Dated: \_\_\_\_\_

## **CERTIFICATE RELATING TO BONA FIDE TENDER BID**

1. The essence of tendering is that the client shall receive bona fide competitive Tenders from all firms applying. In recognition of this principle, we certify that this is a bona fide Tender bid intended to be competitive, and that we have not fixed or adjusted the amount of the bid by, or under, or in accordance with, any agreement or arrangement with any other person.
2. We also certify that we have not: -
  - (a) communicated to a person other than the person calling for these, the amount or approximate amount of the proposed bid, except where the disclosure is in confidence, or the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the proposal;
  - (b) entered into any agreement or arrangement with any other person that shall refrain from bidding or as to the amount of any bid 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 bid or proposed bid for the said work, any act of thing of the sort described above.
3. We undertake that we will not do any of the acts mentioned in paragraphs 2 (a), 2 (b) or 2 (c) above at any time before the date and hour specified for the return of this Tender bid.
4. In this certificate the word "person" includes any persons and any body or association, corporate or incorporate and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

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

**in the capacity of:** \_\_\_\_\_

**Authorised to sign Tenders for and on behalf of:**

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



## 1. GENERAL INFORMATION AND INSTRUCTIONS TO TENDERERS

- 1.1 The Western Education and Library Board invites tenders for the Transportation of Pupils to and from School by Private Bus. A variety of vehicles of various sizes may be required depending on the needs of the service. Firms should offer vehicles that have the capacity to carry 9 or more seated passengers.
- 1.2 Faxed applications are not acceptable and will not be considered.
- 1.3 Tender participants must complete the tender as instructed. Failure to supply required information may result in your tender not being considered.
- 1.4 Tender participants should confirm that they can receive payment by BACS. Successful firms will be asked to complete a form stating their bank details to allow BACS payments to be made.
- 1.5 For further information regarding this tender please contact the following:  
Mr Michael Kerr, WELB Procurement, 02882 411419.

## 2. SPECIAL CONDITIONS

- 2.1 Prices quoted at stage 2 of the tender process are to be in sterling and exclusive of VAT.
- 2.2 All prices must be firm for the period of the contract. No price adjustments will be considered during the fixed price period unless they have arisen due to modifications to the run route. In the case of modifications to routes, new charges are to be agreed. These will be confirmed in writing by the Board.
- 2.3 Successful firms will be notified in writing of the Board's intention to accept their tender (or parts thereof) and the effective date of that acceptance subject to there being no legal challenge to the tender process. If there is a legal challenge prior to the effective date of the acceptance, the successful firm will be notified. It should be noted that any legal challenge could lead to a deferment of the contract conclusion. Successful firms are therefore advised to take no action with regard to contract performance until the effective date of the contract acceptance.
- 2.4 The Contractor shall keep secure and maintain until two (2) years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the parties, full and accurate records of the supplies provided, all expenditure reimbursed by the Board and all payments made by the Board.
- 2.5 The Contractor shall grant to the Board or its authorised agents, such access to those records as they may reasonably require in compliance with the Contract.

## 3. PROTOCOL FOR EVALUATION OF TENDER SUBMISSIONS

### **Stage 1**

In the evaluation of this Tender the Board will wish to have the Private Bus Service carried out by the most economical method, bearing in mind legal and other considerations. The objective of this stage of the selection process is to select potential Private Bus Operators to proceed to the next stage of the procurement.

**Only tender submissions which are fully compliant with the tender requirements (e.g. completed tender document, copies of requested documents enclosed) will**

**be considered further. A tender submitted by an applicant who has had a tender with the Western Education and Library Board terminated within the two years prior to the commencement date of this contract will not be considered.**

Tender submissions at Stage 1 will not be scored, they are on a pass or fail basis. Only those tenders which have been fully completed, compliant and provide all documents requested will be successful.

Tender applicants will then be informed of their inclusion on the select list to participate further or otherwise.

Schools within the Board's area may be notified of those applicants successful at this stage of the procurement.

## **Stage 2**

***This stage will involve only those operators who are successful at Stage 1.***

The second stage of the process will take place when the majority of specific runs have been identified. Final price submissions by successful applicants to the supplier framework at Stage 1 will be requested and all runs will be provisionally allocated to the operator most economically and operationally advantageous to the Board.

The following will then be taken into account:-

In trying to secure work, operators can bid for any number of runs. On occasion, an operator may on this basis secure a number of runs which is greater than his capability identified in the tender document. If this is the case and an operator is ranked most economically and operationally advantageous on a number of runs greater than the number of drivers/vehicles identified, the Board will then conduct an economic analysis and select the runs to be awarded to that operator. That operator will not assume the right to pick and choose runs. The Board reserves the right to combine runs where an operator has identified that it is possible to do so whilst remaining within the tender conditions.

The Board's decision on individual runs is final.

**N.B. An operators's capability will be judged on details held in Western Education and Library Board on 25<sup>th</sup> July 2011 and measured on the number of conforming vehicles and suitable drivers (based on satisfactory Access NI Checks carried out during 2011).**

Where the Board deems offers for a particular run to be excessive it reserves the right not to award a Contract.

It is most important that when firms are awarded a run, they should carry out the runs that they were awarded. If at any time in the tendering process you become aware that you would be unable to do the runs you have offered, you must notify the procurement officer within 5 working days of the letter of award. If a firm proves to be unreliable, this will be taken into account when any future run awards are considered.

## **SPECIAL CONDITIONS**

### **1.0 GENERAL CONDITIONS**

- 1.1 The tender participant/contractor shall ensure that the vehicles and drivers he intends to use to perform the contract comply with the statutory requirements of the Licensing and other authorities, in particular that they hold a valid Road Service Operators Licence, PCV Licence and Certificate, are properly insured. Where a spare vehicle is for whatever reason used, it must fully meet the above requirements. The Western Education and Library Board reserve the right to carry out independent checks to establish that Tender participants/contractors comply with this requirement. The Western Education and Library Board also reserve the right to carry out spot checks to ensure licencing and insurance requirements are adhered to during the contract period. All licencing and insurance documentation must be included with the tender submission or the tender may not be considered.
- 1.2 The Board reserve the right to examine vehicles to ensure that they meet a standard acceptable to the Board for the transportation of children.
- 1.3 Where a special needs vehicle is required the Board reserves the right to carry out checks to ensure that the vehicle is appropriate for the needs of the service/pupil.
- 1.4 3 point lap and diagonal seatbelts must be fitted to all buses used in the execution of this contract. No vehicle shall carry more than the number of passengers for which it is licensed and every child must have an individual seat. The Board does not permit the seating of 3 pupils on a seat designed for 2 except in the most exceptional of circumstances. Instances of 3 for 2 seating must be notified to the Board as per DOE arrangements. The contractor must ensure that seat belts are worn and in particular when transporting special needs pupils that appropriate safety harnesses etc are fitted and used.
- 1.5 Sub-contracting of work is only permissible in the most exceptional of circumstances and only with the prior permission of the Transport/Procurement Officer. It should be noted that any sub-contractors used will be required to meet all of the conditions of contract including licencing, insurance, CRO compliance etc prior to approval by the Transport/Procurement Officer. The contractor originally awarded the work will be paid by the Western Education and Library Board and will be required to make all payments to any sub-contractors.
- 1.6 Operators are required to comply with any legislative changes with regard to Home to School Transport that are enacted throughout the term of the contract. Changes currently being discussed surround the provision of enhanced Lighting and Signage on buses transporting children to and from school. Should such changes place an undue financial burden upon operators, parties to the contract may negotiate a revised costing schedule. Should this not be agreed the Board may re-tender the contract.

### **2.0 CONTRACTOR'S EMPLOYEES**

- 2.1 The contractor shall be responsible for the acts of his employees
- 2.2 The contractor certifies that neither he/she nor any employee has had any serious criminal convictions which would be deem unsuitable for working with children. The contractor appreciates that should he/she or any other of his/her employees

be charged with such an offence prior to or during the period of the contract awarded, any contract awarded may immediately be suspended at the discretion of the Board.

- 2.3 Contractors must notify the Western Education and Library Board immediately they become aware that any of their employees has been charged with any criminal offence and, in particular, any offence relating to the abuse of children.
- 2.4 In the event of any contractor or contractor's employee being charged with any offence, the Western Education and Library Board reserves the right to suspend the Contract immediately without compensating the Contractor and make alternative arrangements as necessary.
- 2.5 Prior to the commencement of the contract the contractor will ensure that the Board receives a completed application for Criminal Records check for all persons employed who will be involved in the performance of the contract. The contractor is aware that such details will be used to enable a Criminal Records Check to be carried out. In the event of any such persons being unacceptable to the Board for whatever reason, the contractor undertakes to replace them with staff acceptable to the Board.
- 2.6 In the event that a Criminal Records Check reveals a positive, unsatisfactory record, the contractor understands that the employee will be required to comply with the Board's risk assessment procedures to determine if he/she is suitable to carry out work on behalf of the Board. The contractor agrees to comply with the Board's decision and understand that failure to do so will render the contract null and void.
- 2.7 The contractor has a responsibility for ensuring that no inappropriate individuals are used in the performance of this contract.
- 2.8 The contractor shall co-operate with the Western Education and Library Board in any training programmes considered necessary for the delivery of the service by making his employees available for such training. It will be the contractor's responsibility to pay any wages costs or travel and subsistence expenses payable to his employees for time spent at training.
- 2.9 The contractor is responsible for the provision of relief cover and therefore the terms of this contract apply to these staff also.

### **3.0 TERMINATION/SUSPENSION**

- 3.1 The Board reserves the right to suspend an operator's contract in its entirety or individually without liability in exceptional circumstances.
- 3.2 The contractor shall accept that the Western Education and Library Board may for operational reasons at any time terminate or suspend a service being operated by giving a minimum of one week's notice in writing. This may be due to a variety of reasons such as but not exclusively, a child changing or leaving school, withdrawal of a Special Needs Statement or additional capacity required/becoming available.
- 3.3 The Western Education and Library Board may withdraw the contract either by run or in its entirety if on the recommendation of the Transport Officer it considers that

the performance of the Contractor has not been acceptable or that the conditions of contract are not being adhered to.

- 3.4 Offences (that could lead to Termination of Contract) that occur throughout the term of the contract will be recorded and should the Board consider the level of offences by any firm to be unacceptable, all contracts will be withdrawn for the current year and the firm will not be awarded contracts for the next contract period.

#### **4.0 OPERATIONAL REQUIREMENTS**

- 4.1 No unauthorised passengers should be on board whilst the passengers authorised by the Board are travelling.
- 4.2 If an operator is awarded runs at the outset of the contract and the capacity of his vehicle has not been fully utilised, the Board reserve the right to make use of the additional capacity at any stage during the contract period.
- 4.3 No pupil shall be collected or left off except at an approved stopping point.
- 4.4 The approved drivers are the only drivers permitted to convey Western Education and Library Board passengers. This also applies to any bus escorts employed by a bus operator for service with the Western Education and Library Board.
- 4.5 Bus operators must ensure that when engaging in a contract that adequate driver and escort relief cover is pre-nominated to ensure that item 1.1 can be complied with at all times.
- 4.6 If required, prior to operating a private bus contract the operator must ensure that the nominated driver and escort (if required) is personally introduced to the child and its family.
- 4.7 The nominated driver on the introductory visit should confirm with the child's parent or guardian the identification of any other individual/s to whom the child may be returned and be introduced to them.
- 4.8 During a driver's introductory visit some details of a child's disability should be obtained from the parents. Parent's home and work telephone numbers should be obtained. The driver's telephone number should be given to the parents.
- 4.9 In the event of a regular driver not being available the alternative driver must be drawn from the bus operator's, Western Education and Library Board, approved list of relief drivers.
- 4.10 Each bus used for the transport of pupils with disabilities shall be fitted with all appropriate modifications as required by the Board.
- 4.11 Schools starting, finishing and pupil pickup times must be strictly adhered to.
- 4.12 The contractor must not ask for pupils to leave school early unless there are exceptional circumstances.
- 4.13 Misbehaviour must be reported either to the Principal of the school concerned or to the Transport Department.

- 4.14 No smoking is permitted in the vehicle whilst carrying passengers and a smoke free environment should be provided at all times.
- 4.15 It should be noted that some locations will require proof of identity to be produced before access to the premises is permitted. The contractor should ensure that all relevant personnel have such proof of identity available should it be required. It should also be standard practice to report to the main office, giving details of the name of the firm, the person or area to be visited, and the purpose of the visit.
- 4.16 It is essential that a good relationship exists between the driver and pupils which will make the pupils feel secure and is likely to result in the pupils being better behaved. This will also lead to parents having trust in the driver's ability to care for their children. It is essential however that there is no over familiarity between the driver and the pupils. Drivers should not put themselves in situations which could be misconstrued. Where it is deemed by the Transport Officer that a driver is unsuitable for whatever reason the operator may be asked to ensure this driver is no longer involved in the performance of this contract. Where the operator cannot or is unwilling to replace the driver the Western Education and Library Board reserves the right to terminate the run and/or the contract with immediate effect.
- 4.17 All fuel used in the service of this contract must be genuine and on which all taxes/duties etc have been paid. Should the Western Education and Library Board find or be made aware of any irregularities in this area it reserves the right to notify the relevant authorities for further investigation.

***SAFETY AND THE PROTECTION OF CHILDREN IS OF PARAMOUNT IMPORTANCE AT ALL TIMES AND ONLY THE VEHICLES, DRIVERS, ESCORTS AND PASSENGERS LISTED AND APPROVED BY THE WESTERN EDUCATION AND LIBRARY BOARD SHOULD BE USED IN THE OPERATION OF THIS CONTRACT. OPERATORS MUST COMPLY WITH ANY CHILD PROTECTION OR OTHER GUIDANCE ISSUED EITHER AT THE COMMENCEMENT OR THROUGHOUT THE TERM OF THIS CONTRACT.***

**I understand that failure to comply with the above conditions and/or failure to disclose or withhold information or disclosure of inaccurate, incomplete or misleading information in reference to the above or any other details requested will render the tender or any resulting contract null and void.**

SIGNED: .....

DATE: .....

NAME OF FIRM: .....

**TENDERER'S VEHICLE DETAILS**

**NB** Before completing this form tenderers are advised to refer to: Tender Standard Terms and Conditions and Tender Special Conditions

Name of tenderer: \_\_\_\_\_

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

Tel. no: business: \_\_\_\_\_ mobile: \_\_\_\_\_

Contact person: \_\_\_\_\_ Email address: \_\_\_\_\_  
(for queries with this tender)

Name of Tenderer's Transport Manager: \_\_\_\_\_

If not all areas please advise the main town/city area(s)  
(Omagh/Enniskillen/Strabane/Londonderry/Limavady):  
you would be prepared to provide the required standard of service for this contract in  
and indicate for each of these areas the base from which you would operate and the  
number and type of vehicles at that base (e.g. One 33 seat bus, two 57 seat buses.):

Main Town/City Area	Number of Vehicles and Type
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature: \_\_\_\_\_ Position in Company: \_\_\_\_\_

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

**VEHICLE DETAIL**

This form should be completed in respect of each vehicle which may service any contract awarded during the Tender period. **(Note: one form to be completed in respect of each vehicle)**. If you require additional forms please photocopy this page as required and return signed and attached to your tender document:

COMPANY/OPERATOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

**VEHICLE DETAILS**

Vehicle Registration Number: \_\_\_\_\_

No. of Adult Passengers Capacity: \_\_\_\_\_ Seat Belts Fitted YES  NO

Road Service Operator's Licence No: \_\_\_\_\_ and Expiry Date: \_\_\_\_\_

D.V.T.A. Test Certificate Number: \_\_\_\_\_ and Expiry Date: \_\_\_\_\_

**INSURANCE DETAILS**

*(If more than one vehicle is offered for service, a Schedule of Vehicle Registration Numbers is required to be provided by your Insurance Company)*

Name of Insurance Company: \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_ Expiry Date of Policy: \_\_\_\_\_  
**(cover notes will not be accepted)**

Insurance Broker - Name \_\_\_\_\_

Address \_\_\_\_\_

Tel No: \_\_\_\_\_ Fax No: \_\_\_\_\_

**VEHICLE MAINTENANCE DETAILS**

Service Intervals: \_\_\_\_\_

Person Maintaining Vehicle – Name: \_\_\_\_\_

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

Tel. No: \_\_\_\_\_

I hereby agree to the release of information by: (i) the DOE Vehicle and Driver Licensing Division; and (ii) my Insurance Company to enable the checking of the above details.

Signature: \_\_\_\_\_ (Proprietor) Date: \_\_\_\_\_

PRINT NAME \_\_\_\_\_ (Proprietor) Date: \_\_\_\_\_





**DRIVER DETAILS**

This form should be completed in regard to each driver in your employment who would be servicing this Contract at any time during the Tender period.

**N.B. One Form to be completed in respect of each driver.** If you require additional forms please photocopy this page as required and return signed and attached to your tender document:

**DRIVER DETAILS**

**Name:** .....

**Address:** .....

.....

	Number	Expiry Date	List of all Vehicle Types entitled to drive
<b>D.O.E. Driving Licence</b>			
	Disc Number	Expiry Date	
<b>PCV Licence</b>			

I hereby agree to the release of information by the DOE Vehicle and Driver Licensing Division.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Driver)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Proprietor)

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**DRIVER DETAILS**

This form should be completed in regard to each driver in your employment who would be servicing this Contract at any time during the Tender period.

**N.B. One Form to be completed in respect of each driver.** If you require additional forms please photocopy this page as required and return signed and attached to your tender document:

**DRIVER DETAILS**

**Name:** .....

**Address:** .....

.....

	Number	Expiry Date	List of all Vehicle Types entitled to drive
<b>D.O.E. Driving Licence</b>			
	Disc Number	Expiry Date	
<b>PCV Licence</b>			

I hereby agree to the release of information by the DOE Vehicle and Driver Licensing Division.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Driver)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Proprietor)

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**ESCORT DETAILS**

This form should be completed in regard to each escort in your employment who would be servicing this contract at any time during the tender period. **NB: One form to be completed in respect of each escort.** If you require additional forms please photocopy this page as required and return signed and attached to your tender document:

**ESCORT DETAILS:**

Name: .....

Address: .....  
.....  
.....

SIGNATURE: ..... DATE: .....  
**(Escort)**

SIGNATURE: ..... DATE: .....  
**(Proprietor)**

NAME OF FIRM: .....

Address: .....  
.....  
.....

**N.B. Companies failing to submit Escort Details will not be considered for runs which require Escorts**

## PUBLIC LIABILITY INSURANCE

COMPANY/OPERATOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

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### **PUBLIC LIABILITY INSURANCE DETAILS (Please read 15.1 of Standard Terms & Conditions)**

**NB. Public Liability Insurance required is £1,000,000, if you have this insurance please give details below. If you currently do not have the appropriate Public Liability Insurance the Board will require, subject to your offer being successful, evidence from your Insurance Company/Broker to the effect that this cover will be in place from 1 September 2011.**

Name of Insurance Company: \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_ Expiry Date of Policy: \_\_\_\_\_

#### Insurance Broker:-

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

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

\_\_\_\_\_

Tel No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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I hereby agree to the release of information from my Insurance Company to enable the checking of the above details.

*Signature:* \_\_\_\_\_ (Proprietor) Date: \_\_\_\_\_

PRINT NAME \_\_\_\_\_ (Proprietor) Date: \_\_\_\_\_

**TENDER REF: 60889**

## 1.0 BUSINESS DETAILS

1.1 Full title of Company or Firm \_\_\_\_\_

Former Trading name(s) if any \_\_\_\_\_

Address of registered office \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

TEL NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

E-mail address \_\_\_\_\_

1.2 To whom should queries about this application be addressed?

Name \_\_\_\_\_ Position \_\_\_\_\_

Telephone No \_\_\_\_\_ Ext \_\_\_\_\_

How long have you or your firm been carrying out business in the field of TAXI/MINIBUS/BUS SERVICES?

\_\_\_\_\_ Years

Number of drivers employed \_\_\_\_\_

1.3 Has your company held any contracts in the N.I. Public Sector, including Education and Library Boards, within the last 5 years?    Yes    No       

If "yes" give name of authority and contact name:

Authority \_\_\_\_\_ Contact \_\_\_\_\_

Contract Period \_\_\_\_\_

Authority \_\_\_\_\_ Contact \_\_\_\_\_

Contract Period \_\_\_\_\_

Authority \_\_\_\_\_ Contact \_\_\_\_\_

Contract Period \_\_\_\_\_

**2. FINANCIAL INFORMATION**

Current VAT Registration Number: \_\_\_\_\_

**3.0 EQUAL OPPORTUNITIES**

3.1 In the last three years, has any finding of unlawful discrimination been made against your Company by any court, industrial tribunal or Fair Employment Tribunal?

Yes  No

3.2 In the last three years, has your organisation been subject of formal investigations by the Fair Employment Commission or statutory and/or national body on grounds of alleged unlawful discrimination?

Yes  No

If the answer to question (3.1) is yes or, in relation to question (3.2) the Commission made a finding adverse to your organisation:

3.3 What remedial action have you taken as a consequence?

\_\_\_\_\_  
\_\_\_\_\_

**4. HEALTH AND SAFETY**

4.1 How are your Health and Safety Policies and Procedures conveyed to drivers?

\_\_\_\_\_  
\_\_\_\_\_

4.2 Please provide information on the following topics :

(a) First Aid arrangements, inc. training:

\_\_\_\_\_  
\_\_\_\_\_

(b) What systems are in place to train staff in the manual handling of non-ambulant pupils?

\_\_\_\_\_  
\_\_\_\_\_

4.3 Have any prosecutions or notices been served on your company by the Health and Safety Agency or other enforcing agency?

Yes  No

If yes please give details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.4 Have you/any of your drivers received any penalty points on your driving licences for speeding offences/careless driving or any other motoring offence?

Yes  No

If yes please give details:

Name: \_\_\_\_\_ Offence \_\_\_\_\_

Name: \_\_\_\_\_ Offence \_\_\_\_\_

Name: \_\_\_\_\_ Offence \_\_\_\_\_

Name: \_\_\_\_\_ Offence \_\_\_\_\_

You may provide a list on a separate sheet, which should accompany the questionnaire.

4.5 Vehicle Maintenance Procedures:

(1) How frequently is/are the vehicles serviced? \_\_\_\_\_

(2) Name and address of garage where vehicle(s) is serviced or repaired:

\_\_\_\_\_  
\_\_\_\_\_

TEL NO: \_\_\_\_\_

**5. CHILD PROTECTION**

5.1 How is your Child Protection Policy and procedures conveyed to drivers?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**6. CONTRACTUAL TECHNICAL AND PERSONNEL**

6.1 Has your firm ever had a contract terminated? Yes  No

If yes, please give details:

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6.2 Has your firm ever had a contract renewal refused for failure to perform to the terms of the Contract? Yes  No

If yes, please give details: \_\_\_\_\_

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6.3 Have you or your firm ever been the subject of any civil or criminal action(s) taken by any Individual or organisation, including the Inland Revenue, HM Customs and Excise, Department of Health and Social Services or any other Government Department?

Yes  No

If yes, please give details:

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6.4 Do you undertake to keep proper and up to date, criminal background records of persons in your employment?

Yes  No

If the answer to this question is "No", please give reasons:

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## SMALL AND MEDIUM SIZED ENTERPRISES (SME's)

All Tenderers must complete the following;

<b>CATEGORY: 1</b>	<b>TICK APPROPRIATE BOX</b>
<b>How many employees are in your company/</b>	
Very small – less than 10 employees	
Small – 11 to 50 employees	
Medium Sized – 51 to 250 employees	
Over 250 employees	

<b>CATEGORY: 2</b>	<b>TICK APPROPRIATE BOX</b>
<b>What is your annual turnover?</b>	
Less than £ 4.5 million	
Between £ 4.5 million to £ 25 million	
Greater than £ 25 million	

<b>CATEGORY: 3</b>	<b>TICK APPROPRIATE BOX</b>
<b>Is 25% of the control of your company in the hands of a larger enterprise or jointly held by several large enterprises?</b>	
Yes	
No	

**FIRMS NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **STANDARD TERMS AND CONDITIONS FOR PROVISION OF SERVICES (1 –35.2)**

### **1. DEFINITIONS**

1.1 In these conditions except where the context otherwise requires the following expressions shall have the meanings hereby ascribed to them

(a) **"the Board"** ***Western Education and Library Board***

(b) "the Contractor" means the individual or firm or company whose tender shall have been accepted by the Board and where the Contractor is an individual or a partnership the expression shall include the personal representatives of that individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Board

(c) "the Contractor's Staff" means the employees, sub-contractors and other persons employed by the Contractor

(d) "the Contract" means the Tender being the Form of Tender as completed by the Contractor, the Conditions of Contract, the Specifications, the Schedule of Prices as priced by the accepted Tenderer; the letter of acceptance issued by the Southern Education and Library Board to the Contractors together with such correspondence, if any, between the Contractor and the Board as may be agreed by both parties to form part of the Contract

(e) the "Contract Price" means the sum payable to the Contractor by the Board under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract

(f) the "Authorised Officer" means the duly authorised officer of the Board pursuant to Clause 3.

(g) "the Services" means all services and works required to be done by the Contractor which are the subject of the Contract and includes any materials, articles and goods to be supplied

(h) "the Specification" means the description and specification attached to the Tender

1.2 References to any Act of Parliament, or to any Order, Regulation, Statutory instruction or the like shall include a reference to any amendment or re-enactment of the same

1.3 Words importing the masculine gender include the feminine gender, words in the singular include the plural and vice-versa and words importing individuals shall be treated as importing corporations and vice-versa

1.4 The headings to these Conditions shall not affect the interpretation thereof

## **2 SERVICE**

- 2.1 Subject to the provisions of the Contract the Contractor agrees to provide the Services set out in the Specification in consideration of the Contract Price

## **3 THE AUTHORISED REPRESENTATIVES**

- 3.1 The Authorised Officer shall be the duly authorised representative of the Board for all purposes connected with the Contract. Any notice, information or communication given or made to the Authorised Officer shall be deemed to have been given or made to the Board.
- 3.2 The duly Authorised Officer for the Board for the purposes of this Contract is the Procurement Officer.
- 3.3 The Board shall give notice in writing to the Contractor of any substitute appointment as Authorised Officer.
- 3.4 From time to time, the Authorised Officer may appoint one or more representatives to act for the Authorised Officer generally, or for specified purposes or periods. Immediately, such an appointment is made, the Authorised Officer shall give written notice thereof to the Contractor.

## **4 DURATION OF CONTRACT**

- 4.1 The Services shall be provided during the period stated in the specification subject to the Board's rights of earlier termination under the Conditions of this Contract
- 4.2 The Board reserves the right to extend the Contract beyond the period stated in the Specification. Payment for any extension shall be based upon the Contract Price subject to fair and reasonable adjustment to be agreed between the Board and the Contractor.

## **5 CONTRACTOR'S ORGANISATION**

- 5.1 The Contractor shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the Specification
- 5.2 All personnel deployed on work relating to the Contract must have appropriate qualifications and competence and in all respects be acceptable to the Board

## **6 DUTY OF CARE**

- 6.1 The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Contract

## **7 VARIATION OF REQUIREMENT**

- 7.1 The Board reserves the right to vary the requirements of the Contract, as detailed in the Specification, should this at any time become necessary. In the event of any variation of the contractual requirement, payment under the Contract shall be

subject to fair and reasonable adjustment to be agreed between the Board and the Contractor

- 7.2 Any variation of any provision of this Contract must be effected in writing issued by the Board's Procurement Officer and no purported variation by any other means shall bind the Board.

## **8 MONITORING AND LIAISON MEETING**

- 8.1 The Contractor shall maintain such records in respect of the Contract as the Board may reasonably require and shall on request produce them for inspection by the Board
- 8.2 The Contractor shall make available such records for the use of the Board when required. They shall not be released, published or disposed of without the prior written approval of the Board

## **9 PRICE**

- 9.1 Unless otherwise stated in the Contract, the price shall be the total price for the Services including the cost of all labour, materials, equipment, overheads and all other costs of the Contractor in connection with the Contract for full and proper performance by the Contractor

## **10 PAYMENT**

- 10.1 The payments provisions shall apply as set out in the priced schedules
- 10.2 The Board shall pay the Contractor for work done at the rates contained in the priced schedules
- 10.3 Rates of payment are inclusive of all costs and expenses incurred by the Contractor
- 10.4 Applications for payment or invoices in respect of all charges and payments due under the Contract shall be rendered in accordance with the Board procedures. Payment shall be due within thirty (30) days of receipt by the Board of a correct application for payment or invoice or as otherwise specified in the Contract
- 10.5 The Board reserves the right to withhold payment against any invoice which is not submitted in accordance with the Contract or which covers or purports to relate to services which have not been provided in accordance with the Contract and shall forthwith notify the Contractor accordingly in writing

## **11 VALUE ADDED TAX**

- 11.1 The Board shall pay to the Contractor, in addition to the Contract price, a sum equal to the Value Added Tax chargeable on the value of the supply of goods and services provided in accordance with the Contract
- 11.2 Any invoice or other request for payment of moneys due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Finance Act 1972

- 11.3 The Contractor shall, if so requested by the Board, furnish such information as may reasonably be required by the Board as to the amount of Value Added Tax chargeable on the value of goods and services supplied in accordance with the Contract and payable by the Board to the Contractor in addition to the Contract Price. Any overpayment by the Board to the Contractor shall be a sum of money recoverable from the Contractor
- 11.4 If the costs of the Contract are increased or decreased any monies thereby payable shall have added to them a sum equal to any appropriate adjustment in respect of Value Added Tax due on the final value of the work

## **12 PAYMENT OF SUB CONTRACTORS**

- 12.1 Where the Contractor enters a sub Contract with a supplier or Contractor for the purpose of performing the Contract, he shall cause a term to be included in such sub Contract which requires payment to be made to the supplier or Contractor within a specified period not exceeding 30 days from receipt of the valid invoice as defined by the sub Contract requirements.

## **13 RECOVERY OF SUMS DUE**

- 13.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under the Contract

## **14 DATA PROTECTION ACT 1984**

- 14.1 The Contractor shall not disclose or allow access to any personal data provided by the Boards or acquired by the Contractor during the course of tendering for or executing the Contract, other than to a person employed or engaged by the Contractor or any sub Contractor, agent or other person concerned with the same.

## **15 INDEMNITY AND INSURANCE**

- 15.1 The Contractor shall indemnify and keep indemnified the Board to a limit of £1,000,000 (one million pounds) against all claims, proceedings, action, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect or connection with performance of this Contract, financial loss arising from any advice given or omitted to be given by the contractor or any other loss which is caused directly or indirectly by any act or omission of the contractor.
- 15.2 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the contractor, arising out of Contractors performance of this Contract in respect of death or personal injury, or loss of or damage to property. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 15.3 The insurance in respect of any personal injury to, or death of, any person arising under a Contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the

Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic (NI) Order 1986 and any statutory orders made thereunder

- 15.4 The Contractor shall supply to the Board forthwith and upon each renewal date of any relevant policy a certificate from its insurers or brokers confirming that the Contractor's insurance policies comply with this Condition 15 and the Contractor shall supply to the Board on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with this Condition 15.
- 15.5 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in this Condition.
- 15.6 The Contractor shall hold and maintain Professional Indemnity Insurance Cover and shall ensure that all staff involved in the provision of the services hold and maintain appropriate cover. Such insurance to be held by the Contractor or by an agent, sub-Contractor or consultant involved in the provision of services with a limit of insurance indemnity of not less than £1,000,000 (one million pounds) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 12 (twelve) years following the exploration or earlier determination of this Contract.

## **16 DEFAULT**

- 16.1 Should the Services or any portion thereof not be carried out within the time or times specified in or under the Contract, the Board may without prejudice to any other remedies by notice in writing to the Contractor determine the Contract either as respects the Services which have not been carried out in accordance with the Contract at the time of such determination or as respects all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time, hereinafter called a relevant determination, and in such case the Contractor shall not be entitled under the Contract to payment of any amount by way of compensation
- 16.2 Where the Board has determined the Contract under Clause 16.1 hereof and without prejudice as aforesaid the Board may obtain all or any of the Services as respects which the Contract is so determined by arranging for those services to be carried out by alternative means and there shall be recoverable from the Contractor the amount by which the aggregate of the cost of obtaining Services in this way, exceeds the amount which would have been payable to the Contractor in respect of all the Services so replaced if they had been carried out in accordance with the Contract
- 16.3 In the event of the Contractor failing to carry out any Services in accordance with these Conditions, the Board shall (without prejudice to any other remedy available) be entitled:
  - a. to deduct from any account rendered by the Contractor in respect of unsatisfactory services such sum as the Board considers appropriate;
  - b. to have such Services carried out satisfactorily by another person

16.4 On the occurrence of a relevant determination the Contractor shall, notwithstanding such determination, co-operate in the transfer of the Services, to which the relevant determination relates to any alternative organisation under Clause 16.2 hereof in accordance with arrangements to be notified to him by the Board

## **17 BANKRUPTCY**

17.1 The Board may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in any of the following events, if the Contractor

17.1.1 becomes bankrupt, or makes a composition or arrangement with his creditors, or has a proposal in respect of his Company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency (Northern Ireland) Order 1989;

17.1.2 has an application made under the Insolvency (Northern Ireland) Order 1989 to the Court for the appointment of an administrative receiver;

17.1.3 has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;

17.1.4 has a provisional liquidator, receiver, or manager of his business or undertaking duly appointed;

17.1.5 has an administrative receiver, as defined in the Insolvency (Northern Ireland) Order 1989 appointed;

17.1.6 has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, or any property comprised in, or subject to, the floating charge;

17.1.7 is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding-up order

17.2 Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Board

## **18 CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

18.1 The Contractor shall not:-

18.1.1 offer to give or agree to give any person in the Board any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Board or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract for the Board



18.1.2 enter into this or any other Contract with the Board in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any agreement for the payment thereof have been disclosed in writing to the representative of the Board.

18.2 Any:

18.2.1 breach by the Contractor of the conditions contained in 18.1 or

18.2.2 commission of an offence by the Contractor under the Prevention of Corruption Acts 1889 to 1916 in relation to this or any other Contract for or with the Board

shall entitle the Board to determine the Contract and recover from the Contractor the amount or any loss resulting from such determination and/or to recover from the Contractor the amount of value of any such gift, consideration or commission

18.3 In 18.2, references to the Contractor include anyone employed by him or acting on his behalf (whether with or without his knowledge)

18.4 Where the Contract has been determined under 18.2 of this Condition the powers give by Condition 16 shall apply as if there had been failure in performance

18.5 In any dispute, difference or question arising in respect of:

a. the interpretation of this Condition (except so far as the same may relate to the amount recover from the Contractor under Clause 18.2 of this Condition in respect of any loss resulting from such determination of the Contract); or

b. the right of the Board to determine the Contract or;

c. the amount of value of the gift, consideration or commission;

the decision of the Board shall be final and conclusive

## **19 TERMINATION OF CONTRACT**

19.1 The provisions of this condition and the rights and remedies of the Board hereunder are in addition and without prejudice to any other rights and remedies of the Board whether against the Contractor or any other person

19.2 If the Contractor commits a breach of his obligations (each such obligation being a condition of the Contract not a warranty) then in such circumstances the Board may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing having immediate effect.

19.3 If the Contractor's employment is terminated and is not reinstated, the Board shall:-

19.3.1 cease to be under any obligation to make further payment until the costs, loss and or damage resulting from or arising out of the termination of the

Contractor's employment shall have been calculated and provided such calculations shows a sum or sums due to the Contractor;

19.3.2 be entitled to employ and pay other persons to provide and complete the provision of the Service or any part thereof

19.3.3 be entitled to made a deduction from any sum or sums due from the Board to the Contractor under the Contract or any other Contract or be entitled to recover from the Contractor as a debt, any loss or damage to the Board resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Board of the time spent by its officers in terminating the Contractor's employment and in making and paying for alternative arrangements for the provision of the Service or any part thereof

19.4 When the total costs, loss and or damage resulting from or arising out of the termination of the Contractor's employment have been calculated and deducted so far as is practicable from any sum or sums which would but for the foregoing provisions have been due to the Contractor, any balance shown as due to the Board shall be recoverable as a debt.

## **20 ASSIGNMENT AND SUB-CONTRACTING**

20.1 The Contractor shall not:-

20.1.1 assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;

20.1.2 sub-Contract the provision of the Services or any part thereof to any person without the previous written consent of the Board which consent (if given) shall not relieve the Contractor from any liability or obligations under Contract and the Contractor shall be responsible for the acts defaults or neglect of any sub-Contractor or its agents servants or workmen notwithstanding that the Board shall require as a condition of giving any consent to sub-Contract a direct warranty and undertaking from the sub-Contractor concerning the provision of the Services and compliance with the Contract in all respects

## **21. CONFIDENTIALITY**

21.1 The Contractor shall not without the written consent of the Board during the Contract period or any time thereafter make use of for his own purposes, or disclose to any person (except as may be required by law) the Contract documents or any information contained therein or in any material provided to the Contractor by the Board pursuant to the Contract prepared by the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.

21.2 The Contractor shall neither dispose or part with possession of any confidential material provided to the Contractor by the Board pursuant to the Contract or prepared by the Contractor pursuant to the Contract other than in accordance with the expressed written instructions of the Board.

21.3 The Contractor shall ensure that his employees do not divulge to any third party any information which comes into his or their possession in the course of providing the Service.

21.4 The Contractor shall indemnify and keep indemnified the Board against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Condition.

21.5 The provisions of this Condition shall continue in perpetuity.

## **22 WAIVER**

22.1 Failure by the Board at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Board to enforce any provision in accordance with its terms

## **23 SEVERANCE**

23.1 Whenever and so far as any one or more conditions of this Contract are held to be void and unenforceable then the remainder of these conditions shall continue in force and govern the parties' relationship as if the void and unenforceable conditions had not formed any part of this Contract

## **24 OBSERVANCE OF STATUTORY REQUIREMENTS**

24.1 The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Board against all actions, claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Condition

## **25 FORCE MAJEURE**

25.1 Neither party shall be liable for any failure to perform any of its obligations hereunder if such performance is in any way adversely affected by any Act of God, consequence of war, insurrection, confiscation, riot, fire or industrial dispute which is beyond the reasonable control of the affected party

## **26 HEALTH & SAFETY**

26.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and of any other Acts, Regulations, Orders or rules of law pertaining to health and safety

## **27 DRAWINGS, SPECIFICATIONS AND OTHER DATA**

27.1 Any drawings, specifications or other data completed or provided in connection with this Contract shall become or, as the case may be remain the property of the Board and delivered up to the Board on completion or termination of the Contract

27.2 Where by prior agreement the Board has agreed to accept microfilm, microfiche or other modern storage media, drawings, data and other documents shall be supplied by the Contractor in such form as has been agreed

## **28 CONTRACT DOCUMENTS**

28.1 In any case of discrepancy between these Conditions and other documents forming part of the Contract these Conditions shall prevail unless the inconsistent provision of such other document is expressed to be, or if the context indicates it to be, an amendment of these Conditions and the same shall have been effected in accordance with Clause 7.

## **29 AGENCY**

29.1 Neither the Contractor nor his employees shall in any circumstances hold himself or themselves out as being a servant or agent of the Board, otherwise than in circumstances expressly permitted by these Conditions

29.2 Neither the Contractor nor his employees, agents or sub-Contractors shall in any circumstances hold himself or themselves out as being, authorised to enter into any Contract on behalf of the Board or in any other way bind the Board to the performance, variation, release or discharge of any obligations

29.3 Neither the Contractor nor his employees, agents or sub-Contractors shall in any circumstances hold himself or themselves out as having the power to make, vary discharge or waive any bye-law or regulation of any kind

## **30 NOTICES**

30.1 Any notice given to the Contractor under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery services or transmitted to telex, telemessage, facsimile transmission or other means of telecommunication resulting in the receipt of the communication in permanent form and if so sent or transmitted to the last known address or place of abode or business of the Contractor shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours

30.2 Any notice, instruction, direction, approval or determination authorised or required to be given by the Board under or for the purposes of the Contract shall be deemed to be duly given by any person or persons duly authorised to act for it

## **31 LAW**

31.1 This Contract shall be governed by and construed in accordance with the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the courts of Northern Ireland in determining any dispute arising out of the or in connection with this Contract

31.2 In addition to the terms and conditions specified or referred to above, any special terms and conditions annexed to this document shall apply to and have effect in this agreement; provided that where any such special terms or condition is inconsistent with the general terms and conditions specified, the said special terms and conditions shall prevail.

## 32. FREEDOM OF INFORMATION

- 32.1 The Contractor acknowledges that the Boards are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Boards (at the Contractor's expense) to enable the Boards to comply with these Information disclosure requirements.
- 32.2 The Contractor shall and shall procure that its sub-contractors shall:
- a. transfer the Request for Information to the appropriate Board as soon as practicable after receipt and in any event within [two] Working Days of receiving a Request for Information;
  - b. provide the Board with a copy of all Information in its possession or power in the form that the Board requires within [five] Working Days (or such other period as the Board may specify) of the Board requesting that Information; and
  - c. provide all necessary assistance as reasonably requested by the Board to enable the Board 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 Environmental Information Regulations].
- 32.3 The Board 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 the Board.
- 32.4 The Contractor acknowledges that the Board 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 Freedom of Information Act 2000, be obliged under the FOIA, or the Environmental Information Regulations to disclose Information: -
- a. without consulting with the Contractor, or
  - b. following consultation with the Contractor and having taken its views into account.
- 32.5 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Board to inspect such records as requested from time to time.
- 32.6 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Board may nevertheless be obliged to disclose Confidential Information in accordance with Clause 18.4.

### **33. RIGHT OF AUDIT**

- 33.1 The Contractor shall keep secure and maintain until two (2) years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the parties, full and accurate records of the supplies provided, all expenditure reimbursed by the Boards and all payments made by the Boards.
- 33.2 The Contractor shall grant to the Boards or its authorised agents, such access to those records as they may reasonably require in compliance with the Contract.

### **34. DATA PROTECTION ACT 1998**

- 34.1. The Contractor shall not disclose or allow access to any personal data provided by the Boards or acquired by the Contractor during the course of tendering for or executing the Contract, other than to a person employed or engaged by the Contractor or any sub-contractor, agent or other person concerned with the same.
- 34.2 Any disclosure of or access to personal data allowed under Condition 20.1 shall be made in confidence and shall extend only so far as that which is specifically necessary for the purpose of the Contract.
- 34.3 The Contractor shall store or process such personal data only at sites specifically agreed in writing, in advance, with the Board.
- 34.4 If the Contractor fails to comply with any provision of this Condition then the Board may summarily determine the Contract by notice in writing to the Contractor provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Board.
- 34.5 If the Contractor or any employee, servant agent or sub-contractor of the Contractor, having obtained without the consent of the Department personal data within the meaning of the Data Protection Act, directly or indirectly discloses or publishes the data to any other person or allows improper access to the data, or in any event directly or indirectly causes the loss, damage or destruction of such data, he shall indemnify the Department against all claims, proceedings, costs and expenses in respect of any damage or distress suffered whereby by any person.

### **35. EQUALITY OF OPPORTUNITY**

- 35.1 The Contractor shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Sex Discrimination (Northern Ireland) Order 1976 and 1988, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and the Employment Rights (Northern Ireland) Order 1996 and shall use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Contractor under this agreement he has due regard to the need to promote equality of treatment and opportunity between:
- a. persons of different religious beliefs or political opinions;

- b. men and women or married and unmarried persons;
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave);
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);
- f. persons of different ages; and
- g. persons of differing sexual orientation.

35.2 The Contractor shall take all reasonable steps to ensure the observance of the provisions of the above clause (35.1) by all servants, agents, employees, consultants and sub-contractors of the Contractor.





# TENDER CHECKLIST

Please note that all of the tender documentation (including all conditions, instructions and appendices) must be returned with all requested information completed and copies of any requested documentation enclosed or your tender may not be considered.

Please indicate by entering ✓ in the column below that the following details have been completed/included with your submission being returned to the Board.

<b>TENDER DETAILS</b>	✓
<b><u>Notice reference submission of Tender noted</u></b>	
Tender Page No. 2 fully completed and <b>signed?</b>	
Fair Employment declaration fully completed (parts a, d, e) and <b>signed (part c)?</b>	
Bona fide tender bid fully completed and <b>signed?</b>	
General Information and Instructions to Tenderers read and <b>understood?</b>	
Bus Service – Special Conditions read, <b>understood</b> and <b>signed?</b>	
Vehicle Registration, PCV, RSOL, Insurance details completed and <b>signed?</b>	
Driver details provided and <b>signed?</b>	
Escort details (if appropriate) provided and <b>signed?</b>	
Public Liability Insurance details provided and <b>signed?</b>	
Business Questionnaire fully completed and <b>signed and requested information provided?</b>	
Small and Medium Enterprise information fully completed and <b>signed?</b>	
Standard Terms and Conditions for provision of Services read?	
Copy of current PCV Licence enclosed? <b>This must be provided for each vehicle intended for use on the contract. Failure to enclose this information may result in your tender not being considered.</b>	
Copy of current Certificate of Insurance (including schedule) enclosed? <b>This must be provided for each vehicle intended for use on the contract. Failure to enclose this information may result in your tender not being considered.</b>	
Copy of current Road Service Operators Licence enclosed? <b>Failure to enclose this information may result in your tender not being considered.</b>	
Copy of Drivers Licences <b>This must be provided for each driver intended for use on the contract. Failure to enclose this information may result in your tender not being considered.</b>	

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

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