



**Belfast One
BID Company Ltd**

Quotation Number: BT1/17/CLS

**Quotation for Belfast One Additional City Centre Cleansing
& Enhancement Project**

QUOTATION DOCUMENTS

Return date: 3pm on – Friday 9th June 2017

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SECTION 1

INSTRUCTIONS AND INFORMATION FOR TENDERERS

1. Invitation to Quote

- 1.1 Belfast One BID Company Ltd ("Belfast One") invites quotations for the supply additional cleansing services within the Belfast One BID area to include, but not limited to: shop front, alcove, alleys and entries clearing and cleansing, graffiti removal, additional street and public realm cleansing, addressing seasonal on-street issues (e.g., weed removal), additional litter and rubbish removal.
- 1.2 The Contractor shall be deemed to have satisfied itself before submitting its quotation as to the accuracy and sufficiency of the rates and prices stated in the quotation which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's quotation.

2. Submission of Quotation

- 2.1 Quotations should be returned no later than **3pm on Friday 9th June 2017**. Quotations received after this time will not be considered.
- 2.2 Quotations submitted by post should be registered or sent by recorded delivery. An official receipt can be obtained for the quotation if delivered by hand.
- 2.3 Hand-delivery of quotations at 2nd Floor, Sinclair House, 95 - 101 Royal Avenue, Belfast must be made between 9am and 5pm, Monday to Friday.
- 2.4 The quotation document, duly completed, must be placed in an envelope, sealed and returned (bearing no name or other distinguishing matter or mark revealing the identity of the sender) to: Peter Moore.
- 2.5 All submissions must be in English and prices in sterling, exclusive of VAT.

3. Points of Contact

In the case of a query, please contact:

Bronagh Lawlor or Peter Moore

Tel: (028) 9521 6956

e-mail: bronagh@belfastone.co.uk / peter@belfastone.co.uk

4. Clarification of Meaning of Contract

Before submitting a quotation, tenderers should seek to clarify any points of doubt or difficulty with the Officers listed above. Should there be any matters of principle or remaining doubt or difficulty which tenderers consider are not adequately covered in the quotation documents, details of these matters should be submitted in writing. Any points that require clarification must be received five (5) working days before the quotation return date and time.

5. Written Acceptance

Acceptance by Belfast One will only be made by written instruction to the successful Contractor.

6. Right to Issue Further Instructions

During the tendering period, Belfast One reserves the right to make changes to the Contract Documentation, which changes shall be accepted by the tenderer without reservation.

7. Expenses and Losses

Belfast One shall not be responsible for, or pay for, any expenses or losses that may be incurred by any tenderer in preparing their quotation proposals.

8. Preparation of Quotation

It is the responsibility of prospective tenderers to obtain for themselves, at their own expense, any additional information necessary for the preparation of their quotations.

9. Confidentiality

All information supplied by Belfast One in connection with this invitation to quotation shall be treated as confidential by prospective tenderers, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the quotation.

10. Ownership of Quotation Documents

The attached documents are, and shall remain the property of Belfast One and shall be returned with the quotation.

11. Quotation Form

The quotation shall be submitted on the Form of Quotation incorporated herein. The Form shall be signed by the tenderer and submitted in the manner and by the date and time stated in paragraph two, together with all relevant supporting documents and references.

12. Award of Quotation

Belfast One reserves the right not to award a contract to any tenderer under this process.

13. Arithmetical Errors

Where examination of quotations reveals errors or discrepancies which would affect the quotation figure(s) in an otherwise successful quotation, the tenderer must be given details of such errors and discrepancies and afforded an opportunity of confirming or withdrawing his/her offer. If the tenderer withdraws, the next tenderer in competitive order is to be examined and dealt with in the same way. Any exception to this procedure may only be authorised by Belfast One after consideration of a report by the Managing Director.

14. Contract Period

The contract shall be initially for a 12 month period with an option to extend for a further 36 month period.

15. Evaluation Criteria

Belfast One shall use the following criteria in its evaluation of the quotation:

- Detailed approach to and ability to deliver any contract
- Demonstrable access to appropriate machinery, equipment and methodology
- Experience in delivery of similar contracts
- Fees and overall costs of delivery
- Billing and payment schedule
- Operational proposals for contract delivery

SECTION 2

SPECIFICATION

1. Introduction

- 1.1 Belfast One BID Company Ltd (Belfast One) is a Company Limited by Guarantee which delivers services in Belfast City Centre. The company is funded by a compulsory levy paid by the businesses within a defined geographical area; this area and the payment to the company is enshrined within a statutory bill brought before the Northern Ireland Assembly by the then Department for Social Development (now Department for Communities).

2. Business Improvement Districts

- 2.1 A Business Improvement District (BID) is a defined area within which businesses are required to pay an additional levy based on their total rateable value in order to fund projects within the district's boundaries. The BID is often funded primarily through the levy but can also draw on other public and private funding streams.
- 2.2 A BID typically funds additional services over and above those provided by the statutory agencies as part of their baseline services - the services provided by BIDs are supplemental to those already provided by the municipality and cannot replicate those within a public body's baseline.
- 2.3 The Department for Social Development (now Department for the Communities) legislation supporting the establishment of BIDs in Northern Ireland can be found here: www.legislation.gov.uk/ni/2013/5/pdfs/ni_20130005_en.pdf. Belfast One was set up as part of the Department for Social Development's NI BID Academy Pilot Scheme; the development of Belfast ONE was overseen by a consortium of consultants employed by DSD for the introduction of BIDs into Northern Ireland.
- 2.4 In October 2015, businesses in Belfast City Centre voted in favour of establishing a Business Improvement District, Belfast One BID is run by a Board of Directors which were subsequently appointed from the BID Development stage[s]. Every eligible business in the City Centre is required to pay 1.5% (1.2% for shopping centres) of their Rateable Value (or NAV – which is the Net Annual Value of non-domestic or business properties for LPS rating purposes) towards the BID.
- 2.5 Belfast ONE's geographical boundary can be seen on Page 9.

3.2.2 It is envisaged that the provision of the contract will take place prior to normal business opening hours (commencing at 6.00am and completed by approximately 9.00am) on Saturday and Sunday mornings and alternating Friday and Monday mornings (the latter days are subject to change). However, there may be *ad hoc* services required after events or large scale activities within the city centre outside of these hours. As such, the cleansing team should be responsive to these needs. Belfast One will provide branded hi-vis vests.

3.2.3 In order to compile annual and other reports, Belfast One will require the winning contractor to submit reports on the number of cleansing operations it undertakes as part of the project as well as by cleansing type and location.

3.3 Safety

The successful contractor will, at all times, be responsible for the safety of its employees and provide adequate protective clothing and working practices (e.g., appropriate use of cleaning chemicals etc). The successful contractor will also ensure, at all times, adequate measures are taken to ensure the safety of the businesses and general public when working in the public realm. All legal responsibility for these actions, accidents or issues will lie and remain with the successful contractor and therefore relevant insurances will need to be in place.

3.4 Line Manager

The successful tenderer will have within their project team a line manager who shall be responsible for day-to-day management of their staff and to oversee each cleansing operation. This individual will also report directly to the Managing Director within Belfast One. The line manager will also be the point of contact for businesses and will ensure that requested jobs within the confines of the operating agreement are appropriately scheduled and completed.

3.5 Staff

Staff must be able to work flexibly, outdoors and in all seasons. Staff will be expected to perform any other duties that commensurate with the additional cleansing services project. Staff will be expected to remain professional at all times as effectively representing Belfast One to its levy payers.

Staff will remain employees of the winning contractor, and as such the successful tenderer will be responsible for all HR issues such as sick leave and disciplinary issues. The service must be continuous and the successful tenderer will ensure adequate cover for staff breaks such as sick leave, maternity leave, and holidays. Staff might be requested to work public and/or bank holidays. From 2017 staff pension benefits should be taken into account and will be the responsibility of the successful tenderer.

4. **FORMAT OF SUBMISSIONS**

Submissions must include the following information in order:

- Detailed approach to contract delivery
- Demonstrable access to appropriate machinery, equipment and methodology
- Experience in delivery of similar contracts
- Fees and overall costs of delivery
- Flexibility and ability to deal with unforeseen issues and ad hoc arrangements
- Billing and payment schedule
- Operational proposals for contract delivery

SECTION 3

CONDITIONS OF CONTRACT

TERMS AND CONDITIONS – SERVICES - RISE AND FALL

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Contract, unless the context requires otherwise, the following words and phrases shall have the following meanings:-
- (a) "Award Date" means the date of the award of the Contract by Belfast One to the Contractor;
 - (b) "Contract" means the documents listed in Belfast One's acceptance letter, including these Conditions and the Specification. In case of discrepancy between these Conditions and other documents forming part of the Contract, these Conditions shall prevail unless otherwise agreed in writing;
 - (c) "Contract Price" means the price or prices payable to the Contractor by Belfast One 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;
 - (d) "Contractor" means the person appointed by Belfast One for the performance of the Services (including any successors);
 - (e) "Contractor's Representative" means a competent person appointed by the Contractor to be his representative in relation to the performance of the Contract who will receive and act on any directions given by the Contract Manager;
 - (f) "Contract Manager" means the official of Belfast One, or other person appointed by Belfast One to act on its behalf for the purpose of managing the Contract;
 - (g) "Belfast One" means Belfast One BID Company. Ltd.;
 - (h) "Belfast One's Property" means anything issued or otherwise provided in connection with the Contract by or on behalf of Belfast One;
 - (i) "Key Personnel" means any person who, in Belfast One's opinion, is fundamental to the performance of the Contract;
 - (j) "month" means calendar month, unless otherwise defined;
 - (k) any reference to a "person" shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, Government Department, Agency or any association or partnership (whether or not having a separate legal personality);
 - (l) "Premises" means any premises occupied, owned or leased by Belfast One, or as described in the Contract;
 - (m) "Programme" means any programme or timetable agreed by the parties to the Contract which regulates or specifies the period or periods for the performance of the Services or any part of them, together with any activities ancillary to the performance of the Services or the preparation and submission of reports;
 - (n) "Service(s)" or "Work" means all Services detailed in the Specification which the Contractor is required to carry out under the Contract;
 - (o) "Specification" means the description of Services to be performed under the Contract.

2. LAW

The Contract shall be governed by and interpreted in accordance with Northern Ireland and shall be subject to the jurisdiction of the Courts of Northern Ireland.

3. DURATION OF THE CONTRACT

Subject to Belfast One's rights of termination under these conditions:-

- 3.1 the Contract shall be in force for a period of 12 months from the Award Date ("the initial period") with a possible extension period of 36 months;
- 3.2 Belfast One shall have the option as set out in condition 3.3 to renew the Contract after the initial period for three years subject to continued adequate project funding.
- 3.3 Belfast One may exercise the option to renew the Contract by giving the Contractor no less than 12 weeks notice prior to the expiry of the initial period or the current subsequent period.

4. ALTERATION OF REQUIREMENT

Belfast One reserves the right to alter the requirements of the Contract, as detailed in the Specification, should this at any time become necessary. In the event of any alteration of the

contractual requirement, payment under the Contract shall be subject to fair and reasonable adjustment to be agreed between Belfast One and the Contractor and recorded in writing.

5. DUTY OF CARE

The Contractor shall perform the Services with all reasonable skill, care and diligence and in accordance with all relevant legislative and statutory requirements.

6. CONTRACTOR'S PERFORMANCE

- 6.1 The Contractor shall properly manage and monitor performance of the Services and immediately inform the Contract Manager if any aspect of the Contract is not being or is unable to be performed.
- 6.2 The Contractor shall provide all the necessary facilities, materials and any other equipment, and personnel of appropriate qualifications and experience to undertake the Services. All personnel deployed on work relating to the Contract shall have appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to Belfast One. If Belfast One gives the Contractor notice that any person is to be removed from involvement in the Services, the Contractor shall take immediate steps to comply with such notice. The decision of Belfast One regarding the Contractor's personnel shall be final and conclusive.
- 6.3 The Contractor shall:-
 - (a) give Belfast One, if so requested, full particulars of all persons who are or may be at any time employed on the Contract;
 - (b) comply with any rules, regulations and any safety and security instructions from Belfast One, including completion of any additional clearance procedures required by Belfast One, and return of any passes as required.
- 6.4 The Contractor shall take all reasonable steps to avoid changes to any of the staff designated in the Contract as Key Personnel. The Contractor shall give at least one month's notice to the Contract Manager of any proposals to change Key Personnel and Condition 6.2 shall apply to the proposed replacement personnel.
- 6.5 Unless otherwise agreed by Belfast One, neither the Contractor nor any of his employees or agents shall carry out any business or trading activity within the confines of the Premises and no advertisement, sign or notice of any description shall be exhibited without prior approval, in writing, from Belfast One.
- 6.6 The Contractor shall exercise due care and propriety when dealing with third parties in connection with the Contract and ensure that no commitments are entered into (unless expressly required under the Contract), without Belfast One's prior written consent.
- 6.7 Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between Belfast One and the Contractor.

7. MEETINGS AND REPORTS

- 7.1 The Contractor shall attend all meetings arranged by Belfast One for the discussion of matters connected with the performance of the Services.
- 7.2 Without prejudice to the submission of reports as specified under the Contract, the Contractor shall render any additional reports as to the performance of the Services at such time or times, and in such form as the Contract Manager may reasonably require.

8. INSPECTION

During the course of the Contract Belfast One shall have the power to inspect and examine any of the Services on the Premises at any reasonable time. Where the Services are being performed on any other premises, the Contract Manager or Belfast One shall on giving reasonable notice to the Contractor be entitled to inspect and examine such Services. The Contractor shall provide free of charge all such facilities as Belfast One may reasonably require for such inspection and examination.

9. INVOICES AND PAYMENT

- 9.1 The Contractor shall submit an invoice in duplicate to Belfast One as specified in the Contract or within 28 days of the completion of the Services. All invoices shall quote the Contract number and, where appropriate, the purchase order number.
- 9.2 The Contractor shall submit with the invoice such records as Belfast One may reasonably require including, but not limited to time sheets, expenses incurred, invoices paid or any other documents which would enable Belfast One to verify the information and the amounts referred to in that invoice.
- 9.3 The Contractor shall provide to Belfast One the name and address of his bank, the account name and number, the bank sort code and any other details, in whatever format Belfast ONE may require.
- 9.4 Belfast One shall pay the Contractor in respect of the satisfactory performance of the Services in accordance with the Contract.
- 9.5 Except where otherwise provided in the Contract, the amount payable to the Contractor for the performance of the Services shall be inclusive of all costs of staff, facilities, equipment, materials and all other expenses whatsoever incurred by the Contractor in discharging his obligations under the Contract.
- 9.6 Belfast One is committed to prompt payment and shall pay the Contractor within 30 days of the receipt of a valid invoice, provided that Belfast One is satisfied that the Services for which the invoice relates have been performed fully in accordance with the Contract.
- 9.7 The Contractor shall be bound by Belfast One's Standing Order 67 and Financial Regulation H.

10. VALUE ADDED TAX

Belfast One shall pay to the Contractor the amount of any VAT chargeable in respect of the performance of the Services in accordance with Contract.

11. DISCLOSURE OF INFORMATION

- 11.1 Belfast One reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.
- 11.2 The Contractor shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of, the Contract, to any person unless it is strictly necessary for the performance of the Contract, and authorised in writing by Belfast One. The Contractor shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure. This Condition does not apply in relation to information (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality (b) which is or becomes known from other sources without breach of any restriction on disclosure.
- 11.3 Subject to Condition 11.2, the Contractor shall ensure that information about the Contract, or arising from or connected with the Contract:-
 - (a) is divulged only to the minimum number of persons;
 - (b) is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not further divulge such information;
 - (c) is properly safeguarded.
- 11.4 Subject to the retention of proper professional records, the Contractor shall, on written request from Belfast One, return all documents containing any part of the Work carried out by the Contractor, including but not limited to, documents stored electronically.
- 11.5 The Contractor shall ensure that any contract with:-
 - (a) any employee of his, and
 - (b) any contractor of his engaged in any way in connection with the Contract,contains a condition requiring that person to keep all information in relation to the Contract and its performance confidential, and shall draw their attention to this condition and condition 11.2.
- 11.6 No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with prior written

permission of Belfast One, to whom any press or other enquiry or any such matter should be referred. This Condition does not apply in relation to information (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality (b) which is or becomes known from other sources without breach of any restriction on disclosure or (c) which is required to be disclosed by law or any professional or regulatory obligation.

- 11.7 The Contractor shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by Belfast One.
- 11.8 Except with the consent in writing of Belfast One the Contractor shall not make use of the Contract or any information issued or furnished by or on behalf of Belfast One otherwise than for the purpose of the Contract.
- 11.9 The decision of Belfast One regarding anything in this Condition 11 shall be final and conclusive.

12. UNSATISFACTORY PERFORMANCE

- 12.1 Where in the opinion of Belfast One the Contractor has failed to perform the whole or any part of the Services, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same Services could reasonably be expected to exercise, or in accordance with the Contract (including the Specification and Programme), Belfast One may give the Contractor a notice specifying the way in which his performance falls short of the requirements of the Contract, or is otherwise unsatisfactory.
- 12.2 Where the Contractor has been notified of a failure in accordance with Condition Belfast One may:
 - (a) request from the Contractor that, at their own expense and as specified by Belfast One, re-schedules and performs the Services to Belfast One's satisfaction within such period as may be specified by Belfast One in the notice, including where necessary, the correction or re-execution of any Services already carried out; or
 - (b) withhold or reduce payments to the Contractor, in such amount as Belfast One deems appropriate in each particular case.
 - (c) Terminate the contract.

13. TERMINATION OF THE CONTRACT

Without prejudice to any other power of termination, Belfast One may terminate the Contract without notice, for any of the following reasons:

- (a) the breach by the Contractor of any of Conditions;
- (b) the failure by the Contractor to comply with a notice given under Condition 12 (Unsatisfactory Performance) within 14 days from the date of the notice;
- (c) the Contractor ceases or proposes to cease to carry on his business;
- (d) there is a change of control of the type referred to in Condition 15 (Merger, Take-over or Change of Control), and Belfast One has not agreed in advance in writing to the particular change of control, save that in this event Belfast One shall give one month's notice in writing to the Contractor.
- (e) Belfast One or its Board decides to cancel the project.
- (f) Belfast One is no longer able to fund the project under its 'Enhance' strategies.

14. BREAK

Belfast One shall in addition to its powers under any other of these Conditions have power to terminate the Contract at any time by giving to the Contractor one month's written notice. Upon the expiry of the notice the Contract shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

15. CONSEQUENCES OF TERMINATION AND BREAK

- 15.1 Where the Contract is terminated under Condition 13 (Termination of the Contract), the following provisions shall apply:-
- (a) Any sum due or accruing from Belfast One to the Contractor may be withheld or reduced by such amount as Belfast One in either case considers reasonable and appropriate in the circumstances;
 - (b) Belfast One may make all arrangements which are in its view necessary to procure the orderly completion of the Services including the letting of another contract or contracts;
 - (c) where the total costs reasonably and properly incurred by Belfast One by reason of such arrangements exceed the amount that would have been payable to the Contractor for the completion of the Services, the excess shall, subject to any overall limitation of liability be recoverable from the Contractor and Belfast One reserves the right to recover such excess by set-off against any amount withheld by Belfast One.
- 15.2 Without prejudice to Condition 15.1, where the Contract is terminated under Condition 13 (d) or Condition 14 (Break), the Contractor shall have the right to claim from Belfast One reimbursement of all reasonable costs necessarily and properly incurred by him in relation to the orderly cessation of the Services, including any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. For the avoidance of doubt Belfast One will not indemnify the Contractor against loss of profit. Belfast One shall not in any case be liable to pay under the provisions of this Condition any sum which, when taken together with any sums paid or due or becoming due to the Contractor under the Contract, shall exceed the total Contract price.
- 15.3 Where the Contract is terminated under Condition 13 (Termination of the Contract) or Condition 14 (Break), Belfast One may, during any notice period:-
- (a) direct the Contractor, where the Services have not been commenced, to refrain from commencing such Services or where the Services have been commenced, to cease work immediately;
 - (b) direct the Contractor to complete in accordance with the Contract all or any of the Services, or any part or component thereof, which shall be paid at the agreed Contract Price or, where no agreement exists, a fair and reasonable price.

16. ASSIGNMENT, SUB-CONTRACTORS AND SUPPLIERS

- 16.1 The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of Belfast One.
- 16.2 The Contractor shall ensure that any sub-contractor complies with the terms and conditions of the Contract, so far as they are applicable. Any sub-contract shall not relieve the Contractor of his obligations under the Contract.
- 16.3 Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, he shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the Contract requirements.

17. INSURANCE

- 17.1 The Contractor shall effect and maintain insurance necessary to cover his liabilities under the Contract and, where the Contractor sub-contracts part of the Contract, he shall procure that any such sub-contractor effects and maintains insurance to cover its liabilities under the sub-contract.
- 17.2 Where in compliance the Contractor effects, or is to procure that a sub-contractor effects, professional indemnity insurance, the requisite insurance shall cover liabilities under the Contract, or sub-contract as the case may be, from the commencement of the Services, or the services under the sub-contract as the case may be:
- (i) the completion of the Services; or
 - (ii) the termination of the Contract
- whichever is the earlier.

- 17.3 The Contractor shall, whenever required by Belfast One, produce to Belfast One documentary evidence showing that the insurance required has been taken out and is being maintained.
- 17.4 If, for whatever reason, the Contractor fails to maintain, or fails to procure that any sub-contractor maintains, the insurance required, Belfast One may make alternative arrangements necessary to protect its interests and recover the costs thereof from the Contractor, provided always that any overall limitation of liability shall not thereby be exceeded.
- 17.5 The terms of any insurance or the amount of cover shall not relieve the Contractor or his sub-contractors or consultants of any liabilities under the Contract, their sub-contracts or their terms of commission.
- 17.6 Without prejudice to any rights or remedies of Belfast One (including Belfast One's rights and remedies under the Contract) the Contractor shall indemnify Belfast One against all actions, suits, claims, demands, losses, charges, costs and expenses which Belfast One or any third party may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person or in respect of any consequential loss which may result directly or indirectly from the provision of the service or the negligent or wrongful act or omission of the Contractor.
- 17.7 The Contractor shall effect with a reputable insurance company a policy or policies of insurance at the level stated in the Schedule hereto covering the matters which are the subject of indemnities under these conditions and shall at the request of Belfast One produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.

18. LOSS OR DAMAGE

- 18.1 Condition 18 applies to any loss or damage which arises out of or is in any way connected with the performance of the Contract.
- 18.2 The Contractor shall, without delay and at his own expense, replace or make good to the satisfaction of Belfast One, or, if Belfast One requires, compensate the relevant business or property owner for any loss or damage.
- 18.3 If any loss or damage:-
(a) was not caused or contributed to by the Contractor's neglect or default, whether by act, omission or otherwise he shall be under no liability.
(b) was in part caused or contributed to by the Contractor's neglect or default, whether by act, omission or otherwise, and in part by:-
(i) the act, neglect or default of any other person; and/or
- 18.4 In this condition 18 loss or damage includes:-
(a) loss or damage to property;
(b) personal injury and death;
(c) loss of profit or loss of use;
(d) any other loss.

19. CONFIDENTIALITY

- 19.1 Each Party:-
(a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
(b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.
- 19.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from Belfast One under or in connection with the Contract:-
(a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;

- (b) is treated as confidential and not disclosed (without prior Belfast One approval) or used by any staff or such professional advisors or consultants otherwise than for the purposes of the Contract;

20. RECOVERY OF SUMS DUE

Whenever under the Contract any sums of money shall be recoverable from or payable by the Contractor to Belfast One, the same may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with Belfast One.

21. RETENTION OF DOCUMENTATION

The Contractor shall retain, produce when required (and explain as necessary) such accounts, documents (including working documents) and records as Belfast One, or the Managing Director, may request, in connection with the Contract and afford such facilities as Belfast One may reasonably require for his representatives to visit the Contractor's premises and examine the records under this Condition.

22. SERVING OF NOTICES

Any notice required to be given or served under this Contract by Belfast One shall be in writing and shall be served by either:-

- (a) delivery to the Contractor's Representative, or
- (b) sending it by first-class post to the Contractor's last known place of business or registered office, when it shall be deemed to be served on the day when in the ordinary course of the post it would have been delivered.

23. TRANSFER OF RESPONSIBILITY

- 23.1 In the event that a different organisation is required to take over the Services at the expiry or termination of the Contract, the Contractor shall co-operate in the transfer, under arrangements to be notified to him by Belfast One.
- 23.2 The transfer shall be arranged between Belfast One and the Contractor so as to reduce to a minimum any interruption in the Services.

24. USE OF BELFAST ONE FACILITIES

Belfast One shall make available to the Contractor all facilities under Belfast One's control and information and give such assistance as shall reasonably be required for the carrying out by the Contractor of the services under the contract.

25. RIGHTS OF THIRD PARTIES

Nothing in this Contract confers or purports to confer on any third party any right to enforce any term of this Contract.

26. RISE AND FALL PRICE PROVISIONS

- 26.1 Subject to condition 9, the Contract Price shall remain fixed during the initial period.
- 26.2 If Belfast One exercises the option to extend the Contract as per condition 3.3 then the following shall apply:-
 - 26.2.1 If by reason of any rise or fall in the costs (ruling at the time of tender) of materials, labour, transport or the carrying out by the Contractor of his statutory obligations, the cost to the Contractor of performing his/its obligations under the Contract shall be increased or reduced, the amount of such increase or reduction shall be added to or deducted from the price quoted in the tender documents, as the case may be, provided that no account shall be increased by the default negligence or omission of the Contractor;
 - 26.2.2 The Contractor shall only be entitled to one price increase for each year of the remainder of the Contract period and any subsequent period arising from Belfast One having exercised its option to renew the Contract and any price increase shall be in line with the All Items Retail Price Index.

- 26.2.3 All requests for a price increase must be made in writing by the Contractor and sent to Belfast One's Procurement Manager not less than two months prior to the expiry of the first year of the Contract period and thereafter not less than two months before each anniversary of the commencement date of the Contract period (and any subsequent period applicable).
- 26.2.4 Any price increase request under this condition shall not be admissible unless the aforementioned provision is adhered to and unless the Contractor shall within 28 days of being requested to do so, furnish such evidence as Belfast One shall reasonably require substantiating the claim.

ENGAGEMENT OF CONSULTANTS

- (a) It shall be a condition of the engagement of any consultant or contractor (who is not an officer of Belfast One) who is retained to supervise a contract on behalf of Belfast One that he/she will -
- (b) produce for inspection to the Managing Director or Project Administrator on request all records kept by him/her in relation to the contract.

APPENDICES

A QUOTATION FORM

This Quotation Form and accompanying documents, completed as directed, must be enclosed in an envelope, sealed, and reach the office of Belfast One BID Company Ltd., not later than **3pm on Friday 9th June 2017**.

If a Contractor declines to carry out such work in accordance with the terms of the Quotation submitted, such Contractor may be debarred from executing future works for the Belfast One.

Belfast One BID Company Ltd

I/We hereby agree to supply and deliver the goods, or carry out the work, within the periods stated in our submission in accordance with the specification attached subject to, and in accordance with, the conditions set out therein for the sum of: (in words)

.....

(in figures) £

As witness my/our hand this day of 2017.

Signature (1)

Signature (2)
If applicable

Contractor:

Address:

Telephone: Mobile:

E-Mail:

B CERTIFICATE AS TO CANVASSING

I/We hereby certify that I/we have not and will not canvas or solicit any Member, Officer or Employee of Belfast ONE in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my/our knowledge and belief, no person employed by me/us or acting on my/our behalf has done, or will do, such an act.

I/We hereby certify that, to the best of my/our knowledge and belief, no person who is an Officer, Servant or Agent has any direct or indirect interest, in or connection with, the Organisation.

Signed

Date

in the capacity of
duly authorised to give such certificates for and on behalf of:-

NAME OF ORGANISATION.....

Address:

.....

Tel:

E-mail:

**C DECLARATION AND UNDERTAKING TO BE SIGNED BY ALL MAIN CONTRACTORS AND
 NOMINATED SUB-CONTRACTORS TENDERING FOR THE
 EXECUTION OF WORKS OR THE SUPPLY OF GOODS OR SERVICES**

**Belfast ONE BID Company Ltd
FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998**

- 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 a 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 Act, Belfast ONE has decided that it shall be a condition of tendering that a contractor shall not be an unqualified person for the purposes of Articles 64 to 66 of the Order.
- 4 Contractors are, therefore, asked to complete this Declaration / Undertaking 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 an organisation to which Article 64 of the Order applies.

I / We hereby declare that I am / we are not an unqualified person for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998. I / We undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with the Belfast One BID Company Ltd to which Article 64 of the Order applies.

Signed by

Duly authorised to sign
for and on behalf of

Dated

D CONTRACTOR'S INSURANCE DETAILS (PLEASE COMPLETE WHERE APPLICABLE)

NAME OF CONTRACTOR: _____

DESCRIPTION OF CONTRACT: _____

PUBLIC / PRODUCTS LIABILITY:

- 1 Policy number _____
- 2 Insurer _____
- 3 Period of insurance _____ to _____
- 4 Business description (as stated on policy) _____

- 5 Limits of indemnity
Public liability: £ _____ Products liability: £ _____
- 6 Restrictive endorsements / excess _____
- 7 Does the policy cover liability for acts of negligence committed by sub-contractors of the insured? *If 'No', all sub-contractors who will be employed in the performance of this contract are required to complete this form to provide evidence of their insurance cover* Yes / No
- 8 Does the policy cover liability for use of motor vehicles where Road Traffic Compulsory Insurance Legislation does not apply? Yes / No
- 9 Does the policy provide an indemnity to principal extension? Yes / No

EMPLOYER'S LIABILITY:

- 1 Policy number _____
- 2 Insurer _____
- 3 Period of insurance _____ to _____
- 4 Business description (as stated on policy) _____

- 5 Limits of indemnity _____
- 7 Restrictive endorsements / excess _____
- 8 Does the policy cover liability for acts of negligence committed by sub-contractors of the insured? *If 'No', all sub-contractors who will be employed in the performance of this contract are required to complete this form to provide evidence of their insurance cover* Yes / No

PROFESSIONAL INDEMNITY:

- 1 Policy number _____
- 2 Insurer _____
- 3 Period of insurance _____ to _____
- 4 Business description (as stated on policy) _____

- 5 Limits of indemnity _____
- 6 Restrictive endorsements / excess _____
- 7 Does the policy provide an indemnity to principal extension? Yes / No

MOTOR INSURANCE:

- 1 Policy number _____
- 2 Insurer _____
- 3 Period of insurance _____ to _____
- 4 Business description (as stated on policy) _____

- 5 Third party property damage limit _____
- 6 Does the policy provide an indemnity to principal extension? Yes / No
- 7 Does the policy provide cover for third party working risks? Yes / No
- 8 Does the policy provide cover for an unlimited amount in respect of liability for injury to passengers? Yes / No

CONTRACTORS ALL RISKS:

- 1 Policy number _____
- 2 Insurer _____
- 3 Period of insurance _____ to _____
- 4 Business description (as stated on policy) _____

- 5 Contract works limit of indemnity or sum insured _____
- 6 Policy excess _____
- 7 Does the policy provide for the interest of the employer to be noted as required by the contract conditions? Yes / No

8 Please confirm defects period provided for under the policy _____

This section must be completed in all cases

Name of Broker / Insurer _____

Address _____

Telephone number _____

E PAST CUSTOMERS' RECORD

Please list all relevant projects carried out within the last three years, together with contract period, value, contact name and telephone number.

Client	Description of contract	Contract period	Value	Contact name and phone number

