

Specification and Schedule of Work

Hay cutting

For

Armagh City Banbridge and Craigavon Borough Council

(Hereby referred to as Council)

Issue Date **Wednesday 12th March 2025**

Return Date **Friday 25th April 2025**

Appointment by **Friday 9th May 2025**

Commencement of works on or after **15th July 2025 unless otherwise notified.**

Completion date **12th September 2025**

1.	Competitive Application Document Contents
	This Competitive Application Document is arranged as follows:
	Section 1 – Competitive Application Document Contents Section 2 – Instructions, Information & Preliminary particulars Section 3 – Specification and pricing schedule Section 4 – Conditions of contract Section 5 – Contractor Questionnaire & Eligibility Criteria Section 6 – Form of Competitive Application Section 7 - Maps

Section 2 - Instructions, Information & Preliminary Particulars

2	Employer
	The employer is Armagh City Banbridge and Craigavon Borough Council, Civic Centre, Lakeview Road, Craigavon, BT64 1AL.
2.1	Contract Administrator
	The Contract Administrator is- Mr Hugh Thompson Conservation Projects Officer Armagh City Banbridge and Craigavon Borough Council Lough Neagh Discovery Centre Oxford Island NNR Craigavon BT66 6NJ hugh.thompson@armaghbanbridgecraigavon.gov.uk
2.2	Maps
	Outline maps showing the areas where cutting should take place are included. Cutting should take place only in the areas marked.
2.3	Sites
	Located at- Oxford Island National Nature Reserve, Silverwood Farm, Silverwood Meadows, Turmoyra Meadows, Lough Road, Craigavon Lakes, Taghnevan, and Kernan
2.4	Preliminary particulars
2.4.1	Access
	To arrange access contact Marcus Malley on 07917544216 or Hugh Thompson on 07885 284600.
2.4.2	Programme
	The Contractor shall notify the Contract Administrator in arranging his programme for carrying out the work. Please note this contract must be completed before close of business on 12th September 2025 unless otherwise notified.
2.4.3	Site organisation
	The Contractor shall maintain an adequate organisation under the full-time control of an experienced supervisor. Such person shall be contactable at all times by mobile telephone during normal working hours.

2.4.4	Limitations of working hours
	Work will generally not be permitted before 8.00 am or after 9.00 pm except by arrangement with the Contract Administrator.
2.4.5	Work area protection
	<p>Protections</p> <p>The Contractor shall provide all necessary barriers, signs, tape, cones etc. to complete the works and to provide safety of life and property at all times. All such provision shall be in accordance with Current Health & Safety legislation.</p> <p>Care must be taken not to cause damage to the ground as some areas are prone to water logging.</p> <p>Any damage to the ground must be repaired within one month of cutting. The contract will not be considered to be complete until all repairs are carried out to the satisfaction of Council.</p> <p>The Contractor shall thoroughly clean all areas where work has been carried out and leave it in a condition fit for operation. Where damage has occurred the contractor will be responsible for making good to the satisfaction of Council.</p> <p>Any damage caused to gates, fences, ditches or any other site fittings by the contractor during completion of the works will be repaired at cost by an approved contractor appointed by Council. Council will seek to reclaim all costs incurred from the party responsible for causing the damage before the contract is deemed to be complete.</p>
2.4.6	Temporary Protections
	The Contractor shall be entirely responsible for providing all necessary temporary protections to the existing grass areas, paved area, entrances, roads, paths, services and everything else affecting the existing and services and shall make good at his own expense any damage caused due to insufficient or inadequate temporary protections.
2.4.7	Cleaning the Works
	The Contractor shall thoroughly clean all areas where work has been carried out and leave it in a condition fit for operation. Where damage has occurred the contractor will be responsible for making good to the satisfaction of the Contract Administrator
2.4.8	Safety, Health and Welfare of Work people
	<p>Council has adopted a Safety Code of Practice for Contractors (can be viewed upon request). This is for the use of all Contractors employed to carry out work on behalf of the Council and explains the minimum safety standards which must be complied with.</p> <p>Appropriate risk assessments, method statements and safe systems of work are to be presented to Council for approval before any works start on site. Contractors should note that they are specifically prohibited from having children present or assisting in the work activities on Council property, including driving of vehicles etc.</p>

2.5	Contract Particulars
2.5.1	Payments
	One payment will be made at practical completion.
2.5.2	Fixed Price
	The contract will be fixed price.
2.6	Competitive Application Particulars
2.6.1	Inspection by Competitive Applicants
	This Schedule is not a Bill of Quantities and therefore because of the nature of the work, it will be necessary for competitive applicants to inspect the site and identify and quantify the work listed in this Schedule . Competitive applicants shall be deemed to have obtained all their own information, measurements, etc. as may be necessary . To assist competitive applicants, quantities have been included in the description and these quantities should be used to calculate the cost of the work.
	The descriptions on this Schedule are intended only to identify the nature and location of the various items and competitive applicants will be solely responsible for satisfying themselves as to the full extent and character of the work listed in this Schedule, and the execution of the work generally with particular regard to the Programme described below. No claim for additional costs or time on the grounds of want of knowledge will be available.
	Arrangements for inspection can be made by contacting the following- <p style="text-align: center;">Marcus Malley on 07917 544216 Marcus.malley@armaghbanbridgecraigavon.gov.uk or Hugh Thompson on 07885 284600 hugh.thompson@armaghbanbridgecraigavon.gov.uk</p>
2.6.2	Clarification of meaning of contract
	Before submitting a Competitive Application, Contractors should seek to clarify any points of doubt or difficulty with the Officers listed above. For this purpose, contact should be made via e-mail system , in the first instance, with the relevant Officer.
2.6.3	Alterations to Council documents
	Council shall not accept any amendments to the contents of this document.
2.6.4	Written acceptance
	Acceptance by the Council shall only be made by written instruction to the successful Contractor.

2.6.5	Right to issue further instructions
	During the Quotation period, the Council reserves the right to make changes to the Contract Documentation, which changes shall be accepted by the Contractor without reservation.
2.6.6	Expenses & Losses
	The Council shall not be responsible for, or pay for, any expenses or losses that may be incurred by any applicant in preparing their Competitive Application submission or for any pre-contract meetings, site visits, production of Health and Safety documentation (job specific or not), program preparation or any other work associated with the contract.
2.6.7	Competitive Application Form
	The Competitive Application shall be submitted on the Form of Competitive Application incorporated herein. The Form shall be signed by the Contractor and submitted in the manner and by the date and time stated in paragraph two, together with all relevant supporting documents and references, unless already provided to the satisfaction of the Council.
	The Competitive Application form shall be signed: <ul style="list-style-type: none"> • Where the Contractor is an individual, by that individual. • Where the Contractor is a partnership, by two duly authorised partners. • Where the Contractor is a Company, by two Directors or by a Director and the Secretary of the Company, such persons being duly authorised for that purpose.
2.6.8	Confidentiality
	All information supplied by the Council in connection with this Competitive Application shall be treated as confidential by the prospective Contractor, 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 Competitive Application.
2.6.9	Ownership of Competitive Application documents
	The attached documents are and shall remain the property of the Council and shall be returned with the Competitive Application. If no Competitive Application is to be submitted, the documents shall be returned pursuant to the Council's invitation to apply.
2.6.10	Award of Contract(s)
	The Council reserves the right not to award a contract to any Contractor under this process. This contract may be awarded to more than one successful competitive applicant. The lands may be split to allow for several contractors to complete all necessary hay cutting.
2.6.11	Period Competitive Applications are to be held open
	Competitive Applications are required to be kept open for acceptance for a period of 12 weeks from the closing date for submission of Competitive Applications.

2.6.12	Opening of Competitive Applications
	Contractor, or any representatives thereof, shall not be permitted to be present when the Competitive Applications are opened.
2.6.13	Return of specified supplementary documents
	Failure to return all specified supplementary documentation by the Competitive Application date, or such subsequent date as may be prescribed, may result in the Competitive Application being rejected.
2.6.14	Arithmetical errors
	Where examination of Competitive Applications reveals errors or inconsistencies which would affect the Competitive Application figure(s) in an otherwise successful Competitive Application, the Contractor must be given details of such errors and inconsistencies and afforded an opportunity of confirming or withdrawing his/her offer. If the Contractor withdraws, the next Contractor in competitive order is to be examined and dealt with in the same way.
2.6.15	Completed Competitive Applications
	<p>Competitive Applications are to be complete and contain the following;</p> <ol style="list-style-type: none"> 1. Completed Form of Competitive Application 2. Completed Pricing Schedule 3. Contractor Questionnaire 4. Evidence of Health & Safety System or 3rd Party Accreditation 5. Confirmation of valid Insurance and certificates as outlined 6. Details of past experience 7. Freedom of Information Statement 8. Fair Employment Declaration 9. Safeguarding Statement 10. Contact Details 11. Bribery, Collusion, and Canvassing Declaration 12. Health and Safety Commitment Statement, Risk Assessments, and Safe Systems of Work.

2.6.16	Submission of Competitive Application Package
	The Competitive Application Package must be completed as directed and returned to the Contract Administrator no later than 12 noon on Friday 25th April 2025 . Competitive Application Packages received after the specified date and time will not be considered. The decision on whether to accept late responses is entirely at the decision of the Contracting Authority
	All submissions must be in the English language and any alterations or deletions must be initialled by the signatories of the Competitive Applicant.
	<p>All documents can <u>only</u> be returned by post or by hand by 12.00 noon, Friday 25th April 2025 to</p> <p style="text-align: center;">Mr Hugh Thompson Conservation Projects Officer Armagh City Banbridge and Craigavon Borough Council Lough Neagh Discovery Centre Oxford Island NNR Craigavon BT66 6NJ</p> <p>Envelopes should be clearly marked “Tender Documents, Hay Cutting Contract, Private and Confidential”</p> <p>Please be advised INCOMPLETE SUBMISSIONS MAY BE REJECTED.</p> <p>The Contracting Authority/Managing Agent cannot accept responsibility for transmission delays. It is the responsibility of the Applicant to ensure that its Competitive Application Package response has been submitted in the prescribed manner and in accordance with the specified deadline.</p>

Section 3 – Specification

Hay cutting at Oxford Island National Nature Reserve, Silverwood Farm, Silverwood Meadows, Turmoyra Meadows, Lough Road, Craigavon Lakes, Taghnevan, and Kernan

Conditions and Standards.

A hay cut must be taken at each site only after **15th July 2025** on all sites. All material including rushes must be cut, baled and removed by **12th September 2025**. Any alteration to this must be agreed in writing by Council.

A hay cut should be carried out on all land within the areas shown on the maps. **Payment will be reduced pro rata for any ground left uncut within the marked areas.**

In extreme weather conditions, grass may be made into big bale haylage but only with prior written permission from Council. The grass must have been cut and turned twice.

The successful contractor will provide up to **30 round bales of hay (mesh wrapped)** of acceptable quality harvested from the lands marked **RB1** on the map included in this contract and delivered to Tanaghmore Gardens Rare Breed Farm or other agreed location. Should the land marked **RB1** not provide sufficient to fulfil the requirement additional bales to complete the total should be made from grass harvested from the field marked **RB2**. The competitive tender must clearly show a cost per bale for round bales.

The Contractor must contact Tanaghmore Gardens Farm Manager once hay cutting commences and agree first delivery time to farm. Payment for the bales supplied will be made upon completion of hay cutting to satisfactory standard on all lands as mapped.

Hay supplied should be dry, in tight bales, and free of rushes and other noxious weeds. Each bale should be mesh wrapped with a minimum of five layers of appropriate mesh. Arrangements for delivery should be made at least **two days** in advance by contacting the manager at Tanaghmore Gardens farm on 028 38343244.

The decision regarding whether or not the hay supplied is of acceptable quality shall be at the sole judgment of Tanaghmore Gardens Farm manager.

Care must be taken not to cause damage to the ground, as some areas are prone to water logging. Any damage to the ground must be repaired before completion of contract.

Council reserves the right to vary / alter conditions

Storage of bales on site is not permitted.

Means of access and way out at each location must be agreed with Council staff prior to work commencing and must be adhered to during completion of works.

Covid-19 Regulations

Tenderers should note that all work carried out under this contract should be in line with current Covid-19 Regulations and Guidance. Tenderers must take account of all applicable regulations and guidance within the pricing schedule.

Section 4- Conditions of Contract

4	Conditions of Contract
	<u>Terms and conditions – Services</u>
4.1	<u>Definitions and Interpretations</u> <p>In this Contract, unless the context requires otherwise, the following words and phrases shall have the following meanings:-</p> <ul style="list-style-type: none">(a) "Award Date" means the date of the award of the Contract by the Council to the Contractor;(b) "Contract" means the documents listed in the Council's acceptance letter, including these Conditions and the Specification. In case of disagreement 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 the Council 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 the Council 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 the Council, or other person appointed by the Council to act on its behalf for the purpose of managing the Contract;(g) "Council" means Armagh City Banbridge and Craigavon Borough Council;(h) "Council's Property" means anything issued or otherwise provided in connection with the Contract by or on behalf of the Council;(i) "Key Personnel" means any person who, in the Council'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 the Council, 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.

	<p>(p) “Commercially sensitive information” means the information listed by the Contractor in the “Freedom of Information Statement”.</p> <p>(i) which is provided by the Contractor to the Client in confidence for the period set out in that schedule; and/or</p> <p>(ii) that constitutes a trade secret;</p> <p>(q) “Confidential information” means all information disclosed by either party to the other in any form or manner, provided that each such item of information would appear to a reasonable person to be confidential or is specifically stated by the disclosing party to be confidential.</p> <p>(r) “FOIA” means the Freedom of Information Act 2000.</p> <p>4.1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa, and words expressed in any gender shall include any other gender;</p> <p>4.1.3 The headings are inserted for convenience only and shall not affect the interpretation of the Contract.</p> <p>4.1.4 Reference to any legislative requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.</p>
<p>4.2</p>	<p><u>Law</u></p>
	<p>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.</p>
<p>4.3</p>	<p><u>Duration of Contract</u></p>
	<p>Subject to the Council's rights of termination under these conditions:-</p> <p>4.3.1 The Contract shall be in force for a period of 12 weeks from the Award Date (“the initial period”);</p>
<p>4.4</p>	<p><u>Alteration of requirement</u></p>
	<p>The Council 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 the Council and the Contractor and recorded in writing. Adjustment will be based on the costs shown against each item on the completed pricing schedule.</p>
<p>4.5</p>	<p><u>Duty of care</u></p>
	<p>The Contractor shall perform the Services with all reasonable skill, care and diligence and in accordance with all relevant legislative and statutory requirements.</p>
<p>4.6</p>	<p><u>Contractor’s performance</u></p>
	<p>4.6.1 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.</p> <p>4.6.2 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 the Council. If the Council 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 the Council regarding the Contractor's personnel shall be final and conclusive.</p>

	<p>4.6.3 The Contractor shall:-</p> <ul style="list-style-type: none"> (a) give the Council, 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 the Council, including completion of any additional clearance procedures required by the Council, and return of any passes as required. <p>4.6.4 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.</p> <p>4.6.5 Unless otherwise agreed by the Council, 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 the Council.</p> <p>4.6.6 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 the Council's prior written consent.</p> <p>4.6.7 Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Council and the Contractor.</p>
4.7	<u>Meetings and reports</u>
	<p>2.7.1 The Contractor shall attend all meetings arranged by the Council for the discussion of matters connected with the performance of the Services.</p> <p>2.7.2 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</p>
4.8	<u>Inspection</u>
	Not used
4.9	<u>Invoices and payment</u>
	<p>4.9.1 The Contractor shall submit an invoice to the Council as specified in the Contract or within 28 days of the completion of the Services. All invoices shall include or show the Contract number and, where appropriate, the purchase order number.</p> <p>4.9.2 The Contractor shall submit with the invoice such records as the Council may reasonably require including, expenses incurred, invoices paid or any other documents which would enable the Council to verify the information and the amounts referred to in that invoice.</p> <p>4.9.3 The Contractor shall provide to the Council the name and address of his bank, the account name and number, the bank sort code and any other details, in whatever format the Council may require. A new supplier information form must be completed and returned prior to an official order being issued.</p> <p>4.9.4 The Council shall pay the Contractor in respect of the satisfactory performance of the Services in accordance with the Contract.</p> <p>4.9.5 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</p>

	<p>and all other expenses whatsoever incurred by the Contractor in discharging his obligations under the Contract.</p> <p>4.9.6 The Council is committed to prompt payment in accordance with statutory legislation and shall pay the Contractor within 30 days of the receipt of a valid invoice, provided that the Council is satisfied that the Services for which the invoice relates have been performed fully in accordance with the Contract.</p> <p>4.9.7 The Contractor shall be bound by the Council's Standing Order 67 and Financial Regulation H.</p>
4.10	<u>Value added tax</u>
	The Council shall pay to the Contractor the amount of any VAT chargeable in respect of the performance of the Services in accordance with Contract.
4.11	<u>Corrupt gifts and payments of commission</u>
	<p>4.11.1 The Contractor shall not receive or agree to receive from any person, or offer or agree to give to any person, or obtain for any person any gift or consideration of any kind as an incentive or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Crown.</p> <p>4.11.2 The Contractor shall not conspire with any person to do any of the acts mentioned in Condition 11.1.</p> <p>4.11.3 Any:-</p> <p>(a) breach by the Contractor of this Condition; or</p> <p>(b) commission of any offence by the Contractor under the Prevention of Corruption Acts 1889 to 1916 or Sections 46 to 47 of the Local Government Act (NI) 1972 in relation to this or any other contract with the Council;</p> <p>shall entitle the Council to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination and recover from the Contractor the amount of value of any such gift, consideration or commission.</p> <p>4.11.4 The decision of the Council in relation to this Condition shall be final and conclusive.</p>
4.12	<u>The Fair Employment and Treatment (NI) Order 1998</u>
	<p>4.12.1 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: -</p> <p>a) Persons of different religious beliefs or political opinions;</p> <p>b) Men and women or married and unmarried persons;</p> <p>c) Persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave);</p> <p>d) Persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);</p> <p>e) Persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);</p>

- f) Persons of different ages; and
- g) Persons of differing sexual orientation.

The contractor shall also take all reasonable steps to ensure the observance of the provisions of the above questions by all servants, agents, employees, consultants and sub-consultants of the Contractor.

4.13 Disclosure of Information

- 4.13.1 The Council reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.
- 4.13.2 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 authorized in writing by the Council. 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 or (c) which is required to be disclosed by law or any professional or regulatory obligation.
- 4.13.3 Subject to Condition 13.2, the Contractor shall ensure that information about the Contract, or arising from or connected with the Contract:-
- (a) is revealed only to the minimum number of persons;
 - (b) is revealed 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 reveal such information;
 - (c) is properly safeguarded.
- 4.13.4 Subject to the retention of proper professional records, the Contractor shall, on written request from the Council, return all documents containing any part of the Work carried out by the Contractor, including but not limited to, documents stored electronically.
- 4.13.5 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 13.2.
- 4.13.6 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 the Council, 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.
- 4.13.7 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 the Council.
- 4.13.8 Except with the consent in writing of the Council the Contractor shall not make use of the Contract or any information issued or furnished by or on behalf of the Council otherwise than for the purpose of the Contract.
- 4.13.9 The decision of the Council regarding anything in this Condition 13 shall be final and conclusive.

4.14	<u>Discrimination</u>
	The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations (NI) Order 1997, Sex Discrimination (NI) Order 1976 (as amended), Fair Employment and Treatment (NI) Order 1998 and the Disability Discrimination Act 1995 and shall take all reasonable steps to ensure that all servants, employees or agents of the Contractor employed in the execution of the Contract do not unlawfully discriminate. This condition shall not in any way relieve the Contractor of his general obligations to comply with any legislative requirements as provided in Condition 5.
4.15	<u>Merger, take-over or change of control</u>
	The Contractor shall at once inform the Council in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or the Contractor (being a company as defined in the Companies (NI) Order 1986-1990) shall inform the Council of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. The Contractor shall comply with any request by the Council for information arising from this Condition.
4.16	<u>Unsatisfactory performance</u>
	<p>4.16.1 Where in the opinion of the Council 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), the Council 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.</p> <p>4.16.2 Where the Contractor has been notified of a failure in accordance with Condition 16.1 the Council may:</p> <ul style="list-style-type: none"> (a) request from the Contractor that, at his own expense and as specified by the Council, he re-schedules and performs the Services to the Council's satisfaction within such period as may be specified by the Council 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 the Council deems appropriate in each particular case.
4.17	<u>Termination of the Contract</u>
	<p>Without prejudice to any other power of termination, the Council may terminate the Contract without notice, for any of the following reasons:-</p> <ul style="list-style-type: none"> (a) the breach by the Contractor of any of Conditions 11 (Corrupt Gifts & Payments of Commission), 12 (Fair Employment and Treatment (NI) Order 1998), 13 (Disclosure of Information) of the Contract, or any other material breach of contract; (b) the failure by the Contractor to comply with a notice given under Condition 16 (Unsatisfactory Performance) within 7 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 the Council has not agreed in advance in writing to the particular change of control, save that in this event the Council shall give one month's notice in writing to the Contractor.

4.18	<u>Break</u>
	The Council 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.
4.19	<u>Consequences of termination and break</u>
	<p>4.19.1 Where the Contract is terminated under Condition 17 (Termination of the Contract), the following provisions shall apply:-</p> <ul style="list-style-type: none"> (a) Any sum due or accruing from the Council to the Contractor may be withheld or reduced by such amount as the Council in either case considers reasonable and appropriate in the circumstances; (b) the Council 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 the Council 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 contained in condition 22, be recoverable from the Contractor and the Council reserves the right to recover such excess by set-off against any amount withheld by the Council under Condition 19.1 (a) or as otherwise provided for under Condition 25 (Recovery of Sums Due). <p>4.19.2 Without prejudice to Condition 19.1, where the Contract is terminated under Condition 17 (d) or Condition 18 (Break), the Contractor shall have the right to claim from the Council 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 the Council will not indemnify the Contractor against loss of profit. The Council 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.</p> <p>4.19.3 Where the Contract is terminated under Condition 17 (Termination of the Contract) or Condition 18 (Break), the Council may, during any notice period:-</p> <ul style="list-style-type: none"> (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.
4.20	<u>Assignment, Sub- Contractors and Suppliers</u>
	<p>4.20.1 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 the Council.</p> <p>4.20.2 Where the Contractor enters into a contract with a supplier 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 within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the Contract requirements.</p>

4.21	<u>Insurance</u>
	<p>4.21.1 The Contractor shall effect and maintain insurance necessary to cover his liabilities under the Contract.</p> <p>4.21.2 Where in compliance with Condition 21.1 the Contractor effects, professional indemnity insurance, the required insurance shall cover liabilities under the Contract, from the commencement of the Services, until 6 years after:</p> <ul style="list-style-type: none"> (i) the completion of the Services; or (ii) the termination of the Contract whichever is the earlier. <p>4.21.3 The Contractor shall, whenever required by the Council, produce to the Council documentary evidence showing that the insurance required by Conditions 21.1 and 21.2 has been taken out and is being maintained.</p> <p>4.21.4 If, for whatever reason, the Contractor fails to maintain the insurance required by this Condition 21, the Council 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 contained in Condition 22 shall not thereby be exceeded.</p> <p>4.21.5 The terms of any insurance or the amount of cover shall not relieve the Contractor or consultants of any liabilities under the Contract, or their terms of commission.</p> <p>4.21.6 Without prejudice to any rights or remedies of the Council (including the Council's rights and remedies under the Contract) the Contractor shall indemnify the Council against all actions, suits, claims, demands, losses, charges, costs and expenses which the Council 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.</p> <p>4.21.7 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 the Council produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.</p>
4.22	<u>Loss or damage</u>
	<p>4.22.1 Condition 22 applies to any loss or damage which arises out of or is in any way connected with the performance of the Contract and shall include, for the avoidance of doubt and without prejudice to the generality of the foregoing, breaches of Conditions 26.1, 28 and 34.</p> <p>4.22.2 The Contractor shall, without delay and at his own expense, replace or make good to the satisfaction of the Council, or, if the Council requires, compensate the Council for, any loss or damage.</p> <p>4.22.3 If any loss or damage:-</p> <ul style="list-style-type: none"> (a) was not caused or contributed to by the Contractor's neglect or default, whether by act, omission or otherwise (for the purposes of this condition 22.3, "Contractor" shall include his servants or agents) , he shall be under no liability under this condition 22; (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:- <ul style="list-style-type: none"> (i) the act, neglect or default of any other person; and/or

- (ii) circumstances outside both the Contractor's control and his reasonable contemplation the Contractor's liability under this condition 22 shall, except in relation to any loss or damage arising out of the Contractor's fraud or breach of condition 11 or 12 (to which this condition 22.4(b) shall not apply), be limited to the proportion of the loss or damage which it is just and equitable for the Contractor to pay.

4.22.4 In this condition 22 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.

4.23 Confidentiality

4.23.1 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.

4.23.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Council 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 Council approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract;

4.23.3 The Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's Confidentiality obligations under this Contract.

4.23.4 The Contractor shall not use any Confidential Information it receives from the Council otherwise than for the purposes of the Contract.

4.23.5 The provisions of Clauses 23.1 to 23.4 shall not apply to any Confidential Information received by one Party from the other:-

- (a) which is or becomes public knowledge (otherwise than by breach of this Condition);
- (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) which is independently developed without access to the Confidential Information; or
- (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or

the Environmental Information Regulations pursuant to Condition 24.3 (Freedom of Information).

4.23.6 Nothing in this Condition shall prevent the Council:-

- (a) disclosing any Confidential Information for the purpose of:-
 - (i) the examination and certification of the Council's accounts; or
 - (ii) any examination pursuant to Section 6(1) of the National Audit Act 1983, or any other Statutory provision, of the economy, efficiency and effectiveness with which the Council has used its resources; or
- (b) disclosing any Confidential Information obtained from the Contractor:-
 - (i) to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
 - (ii) to any person engaged in providing any services to the Council for any purpose relating to or ancillary to the Contract: provided that, in disclosing information under subparagraph (b), the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

4.23.7 Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

4.23.8 In the event that the Contractor fails to comply with this Condition 23, the Council reserves the right to terminate the Contract by notice in writing with immediate effect.

4.24 Freedom of Information

4.24.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Council (at the Contractor's expense) to enable the Council to comply with these Information disclosure requirements.

4.24.2 The Contractor shall:

- (a) transfer the Request for Information, as defined in the FOIA or the Environmental Information Regulations, to the Council as soon as practicable after receipt and in any event, within [two] Working Days of receiving a Request for Information:
- (b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within [five] Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council 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].

	<p>4.24.3 The Council shall be responsible for determining at its absolute decision whether the Commercially Sensitive Information and/or any other information:-</p> <ul style="list-style-type: none"> (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 authorized to do so by the Council; <p>4.24.4 The Contractor acknowledges that the Council may be obliged under the FOIA, or the Environmental Information Regulations, or any regulations or guidelines made thereunder, to disclose Information:-</p> <ul style="list-style-type: none"> (a) without consulting with the Contractor, or (b) following consultation with the Contractor and having taken its views into account. <p>4.24.5 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 Council to inspect such records as requested from time to time.</p> <p>4.24.6 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information or Commercially Sensitive Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information or Commercially Sensitive Information in accordance with Clause 24.4.</p>
<p>4.25</p>	<p><u>Recovery of sums due</u></p> <p>Whenever under the Contract any sums of money shall be recoverable from or payable by the Contractor to the Council, 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 the Council.</p>
<p>4.26</p>	<p><u>Data Protection</u></p> <p>4.26.1 The Contractor shall take such technical and organisational measures as are necessary to comply with the seven data protection principles set out in Part I, and amplified in Part II, of Schedule 1 to the Data Protection Act 1998.</p>
<p>4.27</p>	<p><u>Insolvency of the contractor</u></p>
	<p>4.27.1 The Contractor shall inform the Council:-</p> <ul style="list-style-type: none"> (a) if being an individual, or where the Contractor is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or any Competitive application shall be made under any bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or (b) if being a company, he passes a resolution, or the Court makes an order, that the company be wound up otherwise than for the purpose of reconstruction or amalgamation, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court, otherwise than for the purposes of amalgamation or reconstruction, to make a winding-up order.

	4.27.2 If any of the events in the conditions 27.1 (a) or 27.1 (b) occur (whether or not the Contractor has informed the Council) the Council may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued before that date or shall accrue thereafter to the Council.
4.28	<u>Royalties and licence fees</u>
	The Contractor shall ensure that all royalties, license fees or similar expenses in respect of all intellectual property used in connection with the Contract have been paid and are included within the Contract Price.
4.29	<u>Drawings, specifications, software, designs and other data</u>
	Any drawings, specification, software, designs or other data (including working documents, maps and photographs) completed or provided in connection with the Contract shall become or, as the case may be, remain the property of the Council and be delivered up to the Council on completion or termination of the Contract, subject to the retention of proper professional records. Where the Council has agreed to accept modern storage media, drawings and other documents shall be supplied by the Contractor in an agreed form.
4.30	<u>Retention of documentation</u>
	The Contractor shall retain, produce when required (and explain as necessary) such accounts, documents (including working documents) and records as the Council, or the Contract Manager, may request, in connection with the Contract, at any time during the Contract and for a period of 2 years from the date of expiry or termination or such longer period as may be agreed between the Council and the Contractor in writing at or before the commencement of the Contract; and afford such facilities as the Council may reasonably require for his representatives to visit the Contractor's premises and examine the records under this Condition.
4.31	<u>Serving of notices</u>
	Any notice required to be given or served under this Contract by the Council 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. Any notice required to be given by the Contractor to the Council shall be sent to the Chief Executive of the Council.
4.32	<u>Arbitration</u>
	All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract (other than a matter or thing as to which the decision of the Council is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract), shall be referred to either:- (a) the arbitration of 2 persons, one to be appointed by the Council and one by the Contractor, or (b) their Umpire in accordance with the provisions of the Arbitration Acts 1950, 1996 or any statutory modification or re-enactment thereof for the time being in force.

4.33	<u>Transfer of responsibility</u>
	<p>4.33.1 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 the Council.</p> <p>4.33.2 The transfer shall be arranged between the Council and the Contractor so as to reduce to a minimum any interruption in the Services.</p>
4.34	<u>Use of Council facilities</u>
	The Council shall make available to the Contractor all facilities under the Council'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.
4.35	<u>Severability</u>
	If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Council and the Contractor shall immediately commence negotiations in good faith to remedy the invalidity.
4.36	<u>Waiver</u>
	<p>4.36.1 The failure of the Council or the Contractor to exercise any right or remedy shall not constitute a waiver of that right or remedy.</p> <p>4.36.2 No waiver shall be effective unless it is communicated to either Council/ Contractor in writing.</p> <p>4.36.3 A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.</p>
4.37	<u>Rights of third parties</u>
	Nothing in this Contract confers or purports to confer on any third party any right to enforce any term of this Contract.

Section 5 – Contractor Questionnaire, Pricing Schedule & Eligibility Criteria

General details of Contractor

Trading Name of the Contractor:	
Registered Name of the Contractor: (If different)	
Address:	
Status (e.g. Sole Trader, Partnership, Ltd Company, Consortium, JV):	
Contact Name:	
Company Registration number:	
Date of Company Registration:	
VAT registration number:	
Contractor UTR (Unique Taxpayer Reference) Number:	

Pricing Schedule for Hay cutting 2025

<p>The following schedule is not a Bill of Quantities. It is intended only to guide the works.</p> <p>Each item in this section must be priced separately.</p> <p>The contractor should identify and measure all works and should visit the site prior to submitting application.</p> <p>Measurements are given for guidance only.</p>			
<u>Preliminaries</u>	Unit	Quantity	Cost £
Hay cutting as per specification at;			
Oxford Island National Nature Reserve	Item	8.0ha approx.	
Silverwood Farm	Item	2.8ha approx..	
Silverwood Meadows	Item	8.5ha approx.	
Turmoyra Meadows	Item	3.0ha approx.	
Lough Road	Item	2.35ha approx..	
Craigavon Lakes North	Item	1.4ha approx.	
Craigavon Lakes South	Item	6.2ha approx.	
Taghnevan	Item	1.9ha approx.	
Kernan	Item	1.2ha approx.	
Supply up to 30 round bales of hay (mesh wrapped) of acceptable quality, delivered to Tanaghmore Gardens Farm or other agreed location.	Item	30 bales of hay	
TOTAL COST	£ _____		

5.2 Health & Safety Management System

Give details of your Company's health and safety management system. Please include the following with your answer.

1. Details of Health & Safety System
or
2. Name of SSIP recognized accreditation body and reference/certificate number.

Evaluation Guidance

-Contractors who fail to provide details of their health and safety management will not be considered.

5.3 Contractor's Insurance Details

Contractors are required to hold employers and public liability with a minimum limit of indemnity £5 million. Tenderers are required to submit copies of all relevant insurance certificates.

Provide confirmation of valid Certificates of Insurance (Employers Liability & Public Liability of £5,000,000.00 each.

<u>Table 1 – Insurance details</u>	
<u>1. Public liability insurance</u>	
<u>Public liability insurance with a minimum limit of indemnity not less than £5m GBP per incident.</u>	
<u>2. Employer's liability insurance</u>	
<u>Employer's liability insurance with a minimum limit of indemnity not less than £5m GBP per incident compliant with applicable statutory requirements.</u>	
<u>Certificate Attached</u>	

Evaluation Guidance

Contractors who fail to provide confirmation of the required levels of Insurance will not be considered.

5.4 Past Experience

Please provide details of **2 similar hay cutting contracts** undertaken by your Company over the last **five years** which demonstrate your ability to manage a project of this type & size. Details provided should also include **client's name, project works description, contract period, value, client contact name and telephone number. Please continue on a separate sheet if necessary**

Evaluation Guidance

Contractors who fail to demonstrate past experience in providing similar works may not be considered

Please complete the tables below. If necessary, please continue on a separate blank page and attach.

Contract No. 1	
Title of Contract	
Total Works Contract Value	
When and where the works were carried out	
Start date	
Completion date	
Description of the Works that satisfies question PAST EXPERIENCE	

Contract No. 2	
Title of Contract	
Total Works Contract Value	
When and where the works were carried out	
Start date	
Completion date	
Description of the Works that satisfies question PAST EXPERIENCE	

Section 6 – Form of Competitive Application

CONTRACT - FORMS AND CERTIFICATES CONTENTS

Contents

- 6.1 Requirements Relating To Bona Fide Competitive Applications**
- 6.2 Bribery, Collusion & Canvassing Declaration**
- 6.3 Fair Employment Declaration**
- 6.4 Freedom of Information Statement**
- 6.5 Safeguarding Statement**
- 6.6 Contact Details**
- 6.7 Form of Quotation**

6.1 REQUIREMENTS RELATING TO BONA FIDE Competitive APPLICATIONS

1. The essence of applying is that the *Employer* receives bona fide competitive **applications** from all firms applying. In recognition of this principle, by signing the Form of Competitive application it is certified that their Competitive application is a bona fide Competitive application intended to be competitive and that they have not:
 - i. fixed or adjusted the amount of the Competitive application by or under or in accordance with any agreement or arrangement with any other person;
 - ii. communicated to a person other than the person calling for these Competitive application the amount or approximate amount of the proposed Competitive application, except where the disclosure, in confidence, of the approximate amount of the Competitive application was necessary to obtain insurance premium quotations required for the preparation of the Competitive application;
 - iii. entered into any agreement or arrangement with any other person that he shall refrain from applying or as to the amount of any Competitive application to be submitted;
 - iv. 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 Competitive application or proposed Competitive application for the said work any act or thing of the sort described above.
2. By signing the Form of Competitive application, Competitive applicants undertake that they will not undertake any of the acts mentioned in paragraphs i, ii, iii, or iv above at any time before the acceptance or decline of this Competitive application.
3. In these requirements the word "person" includes any persons and anybody or association, corporate or unincorporated and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

6.2

BRIBERY, COLLUSION & CANVASING DECLARATION TO BE COMPLETED BY ALL COMPANIES

Quotation Title: Hay Cutting 2025

I / We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the quotation by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this quotation, any of the following acts: -

- a) Communicate to a person other than the person calling for those quotations, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of tender.
- b) Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
- c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration, directly or indirectly to any person for doing or having done or causing or having caused to be done, in relation to any other tender or proposed tender for the said work, any act or thing of the sort described above.
- d) Engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

In this certificate the word "person" included any persons and anybody or association, corporation or unincorporated and "any agreement or arrangement" included any such transaction, formal or informal and whether legally binding or not.

I / We hereby certify that I / we will / will not comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

I / We hereby certify that I / we have not and will not canvas or solicit any Member, Officer or Employee of the Council in connection with the preparation, submission and evaluation of this quotation 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 a Councillor, Officer, Servant or Agent has any direct or indirect interest, in or connection with, the Organisation.

I / We

Of (insert
address)

hereby declare that I am / we are in acceptance of the requirements of the Bribery,
Collusion and Canvassing Clauses as detailed above

Signed By

Duly authorised to sign for and on behalf of

Dated

FAIR EMPLOYMENT DECLARATION TO BE SIGNED BY ALL COMPANIES
--

FAIR EMPLOYMENT**DECLARATION AND UNDERTAKING TO BE SIGNED BY ALL CONTRACTORS****ARMAGH CITY, BANBRIDGE & CRAIGAVON BOROUGH COUNCIL****FAIR EMPLOYMENT AND TREATMENT [NI] 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 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 purpose 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 Equality Commission for Northern Ireland stating he is not qualified for the purposes of Article 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, Armagh City, Banbridge & Craigavon Borough Council has decided that it shall be a condition of inclusion or retention as a supplier to the Council that a Contractor shall not be an unqualified person for the purposes of Article 64 to 66 of the Order.
4. Contractors are therefore asked to complete and return the attached Declaration/Undertaking, and shall be required at any stage, before acceptance of a quotation by Armagh City, Banbridge & Craigavon Borough Council, 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 Armagh City, Banbridge & Craigavon Borough Council to which Article 64 of the Order applies.

DECLARATION AND UNDERTAKING

I/We hereby declare that I am/we are not unqualified for the purpose of Article 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

I/We undertake, forthwith, to inform Armagh City, Banbridge & Craigavon Borough Council, should any notice, stating that I am/we are unqualified, be served upon me/us by the Equality Commission for Northern Ireland.

Signed:

Duly authorised to sign for

Dated:

FREEDOM OF INFORMATION STATEMENT TO BE SIGNED BY ALL COMPANIES

Armagh City, Banbridge & Craigavon Borough Council (hereafter called 'The Council') is subject to the terms of the Freedom of Information Act 2000. Any information, which comes into the possession of the Council, will be subject to disclosure under the provisions of that Act, unless an exemption applies. Only the Council can make a decision regarding whether information is disclosable or not. In arriving at the decision, the Council will take account of the nature of the information, exemptions provided for in the Act, and the Public Interest. If the information is disclosable, the Council has no discretion to prevent its disclosure.

Up to and including the evaluation process, all the information provided by Vendors to the Council will be considered to be of a confidential nature. Beyond the evaluation process, the provisions of the Act will govern what the Council is obliged to disclose. The evaluation process will be deemed to have been completed when the Council has made its decision, or Management Team has decided that the particular procurement exercise is not viable.

Vendors should be aware that the information provided in the completed tender and contracted documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by Vendors will be accepted "in confidence" and the Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

The Council has no discretion whether or not to disclose information in response to a request under the Freedom of Information Act, unless an exemption applies. Disclosure decisions will be taken by appropriate individuals in the Council having due regard to the exemptions available and the Public Interest in maintaining the exemption.

Vendors are required to highlight information that they include in the procurement documents, which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken. In particular issues concerning trade secrets and commercial sensitivity should be highlighted. Vendors are advised against recording unnecessary information.

In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, the Council will not accept any contractual term that purports to restrict disclosure of information held by the Council in respect of the contract or procurement exercise save as permitted by the Freedom of Information Act. The decision whether to disclose information rests solely with the Council.

The Council will consult with Vendors, where it is considered appropriate, in relation to the release of controversial information relating to them.

I acknowledge Council policy in respect of Freedom of Information

Signed

Date:

TERMS AND CONDITIONS

QUOTATION TITLE: Hay Cutting 2025

Please ensure that you have read the terms and conditions before completing the following statement.

Our terms and conditions are available to view and download on our website www.armaghbanbridgecraigavon.gov.uk

I/We have read the terms and conditions and agree to abide by same.

Signed

Date:

6.5

SAFEGUARDING STATEMENT TO BE COMPLETED BY ALL COMPANIES

QUOTATION TITLE: Hay Cutting 2025

Does your company have its own Safeguarding Policy and Procedures? YES / NO

If No:

Please ensure that you have read the Council's Safeguarding Policy before completing the following statement. You must adhere to Council's Safeguarding Policy and Procedures when using Council facilities. Our Safeguarding Policy and Procedures are available to view and download on our website

<https://www.armaghbanbridgecraigavon.gov.uk/download/51/policies/20787/safeguarding-policy.pdf>

I/We have read the Safeguarding Policy and Procedures and agree to abide by same when using Council facilities.

Have you included your company headed letter detailing vetting compliance as required in order to deliver the specified services? YES / NO

Please confirm that you have responded to all of the above.

Date _____

Authorised signature _____

Position in organisation _____

CONTACT DETAILS TO BE COMPLETED BY ALL COMPANIES

Please complete this form with your company details and include it with your submission:

Company Name: _____

Address: _____

Postcode: _____

Telephone Number: _____

Fax Number: _____

Name of person to contact in connection with this submission: _____

Position in Company: _____

Telephone Number: [if different from above] _____

Fax Number: [if different from above] _____

Email address: _____

Mobile Telephone number: _____

Website address: _____

Number of employees: **Full time:** _____ **Part time** _____

We would invite feedback from companies regarding this Quotation process. Any suggestions regarding how this exercise might have been improved are welcome:

Armagh City Banbridge and Craigavon Borough Council

6.7 FORM OF QUOTATION

NOTE: Quotations will be accepted on this Form only. No Competitive Applications will be accepted by Fax.

Any alteration or erasure made in the price shown on this Quotation Form must be initialled by the person who signs the Form.

COMPETITIVE APPLICATION FOR: 2025 Hay Cutting

I/We hereby offer to carry out works in accordance with the Specifications and Conditions of Contract for the sum as priced in the Quotation Schedule appended hereto.

I/We hereby offer to complete the whole contract in accordance with the summary of costs i.e. £ _____ (Excluding VAT)

_____ (Amount in words)

I/We understand that the lowest or any Quotation submitted will not necessarily be accepted and that Armagh City Banbridge and Craigavon Borough Council will not be responsible for any expense incurred by competing Contractors in the preparation of their Competitive Applications.

I/We also understand that Armagh City Banbridge and Craigavon Borough Council reserves the right to accept any Quotation submitted in whole or in part at prices inserted in the Pricing Schedule appended hereto.

I/We certify that this is a bona fide Quotation in accordance with the Certificate attached hereto.

I/We agree that this Quotation shall remain open for acceptance for not less than 12 weeks from the date fixed for the lodgement of Quotations.

I/We the undersigned declare our acceptance of the Contract Competitive Specification, Terms and Conditions as stated within this Quotation document.

V A T Registration Number _____

Dated this _____ day of _____ 2024

Signature of Contractor _____

Registered Address _____

Telephone Number + mobile _____

NB Please insert here the FULL name of the Contractor or, in the case of a partnership, the FULL names of ALL partners.

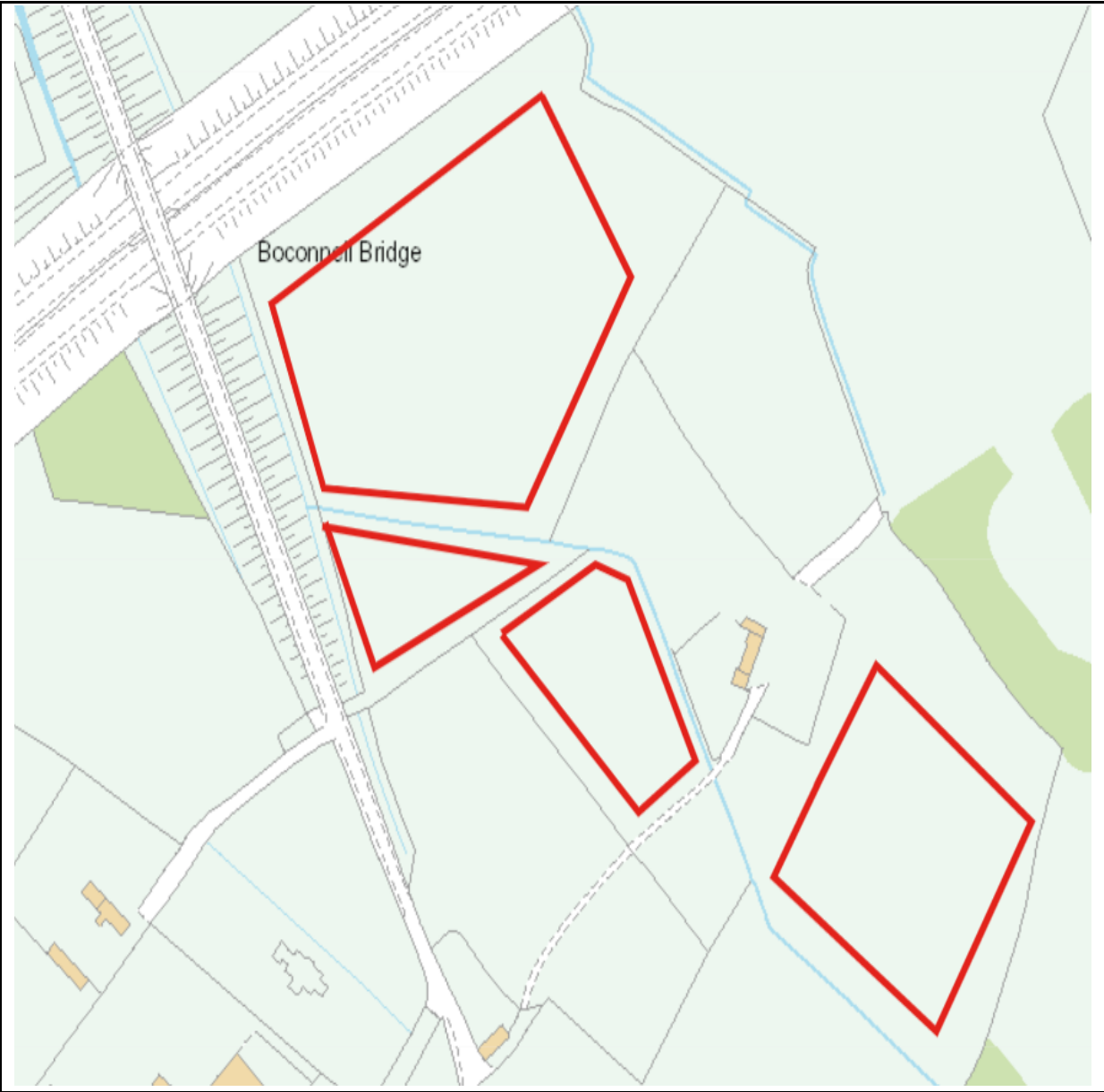
Quotation, Pricing Schedule and Undertakings shall be submitted via post or by hand on or before 12.00 noon on **Friday 25th April 2025**

2025 Maps

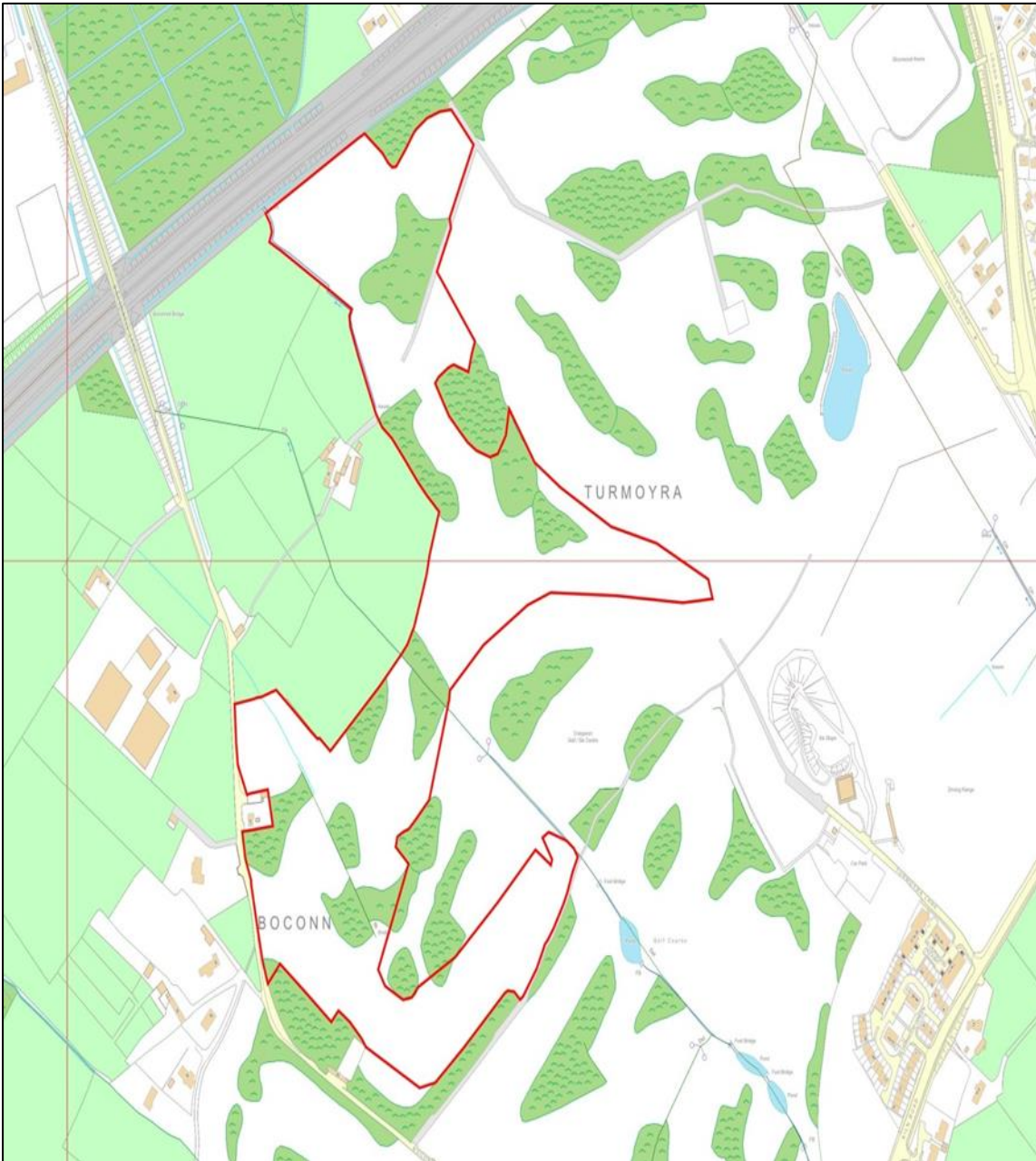
Oxford Island NNR



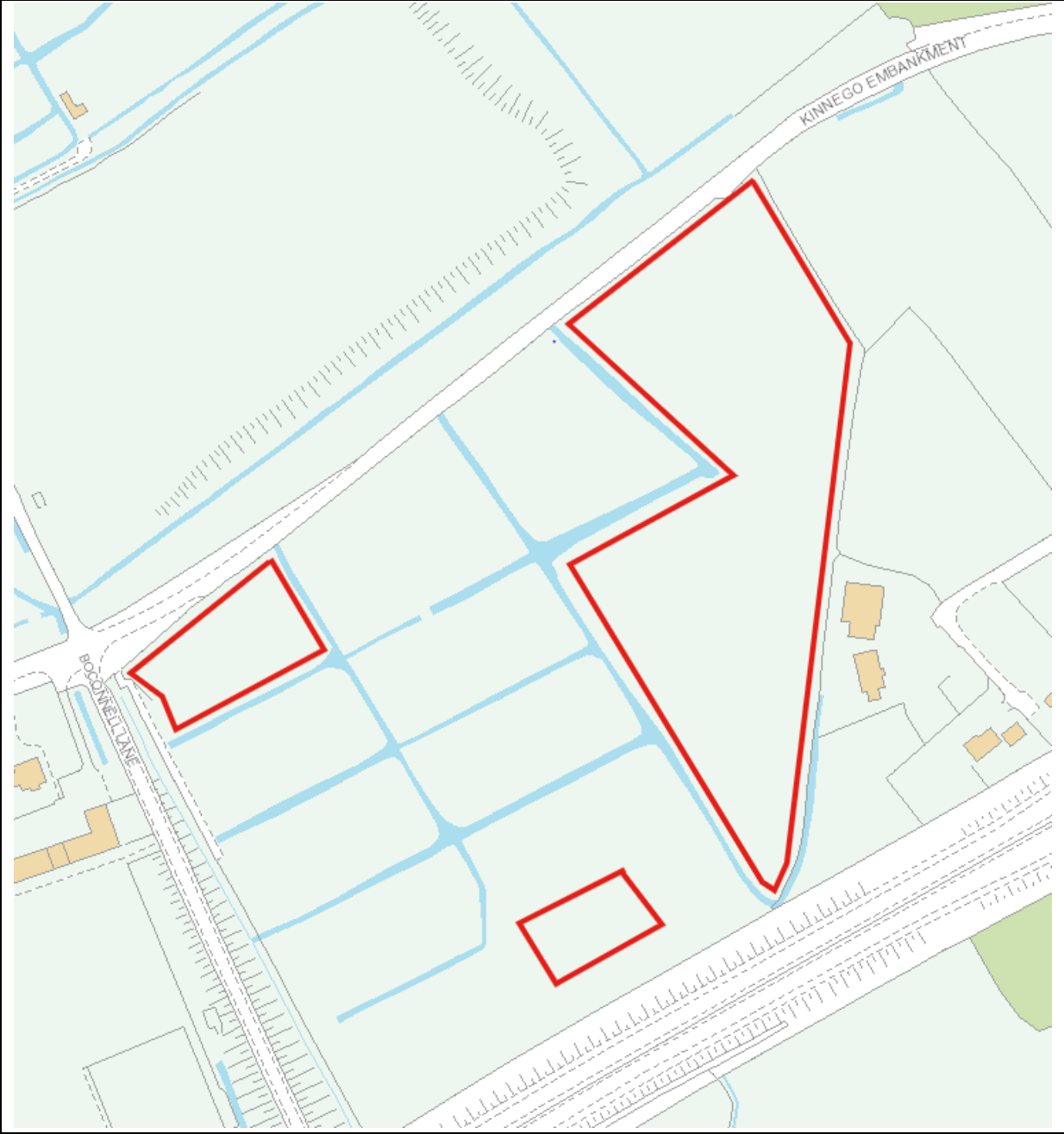
Silverwood Farm



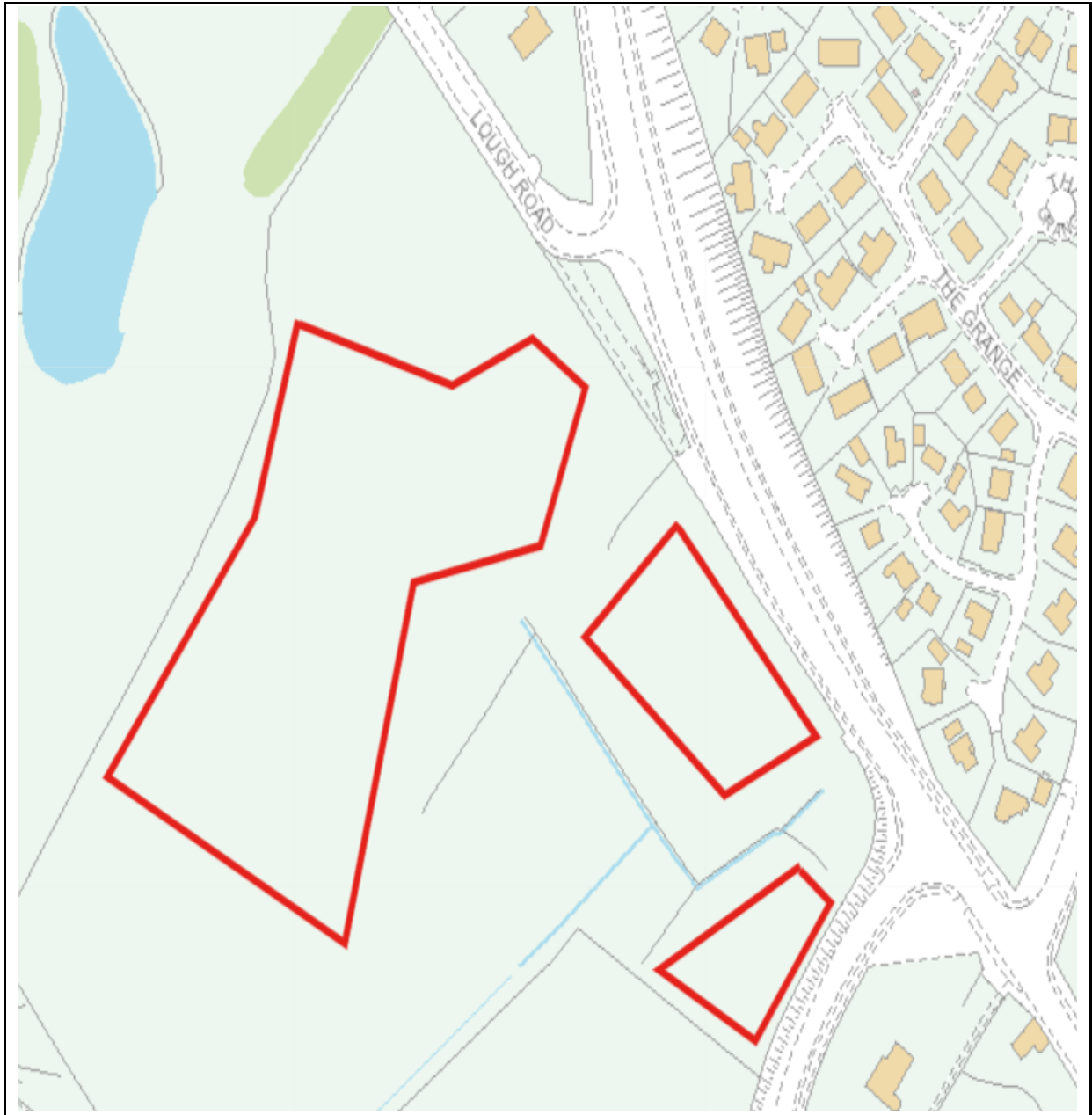
Silverwood Meadows



Turmoyra Meadows



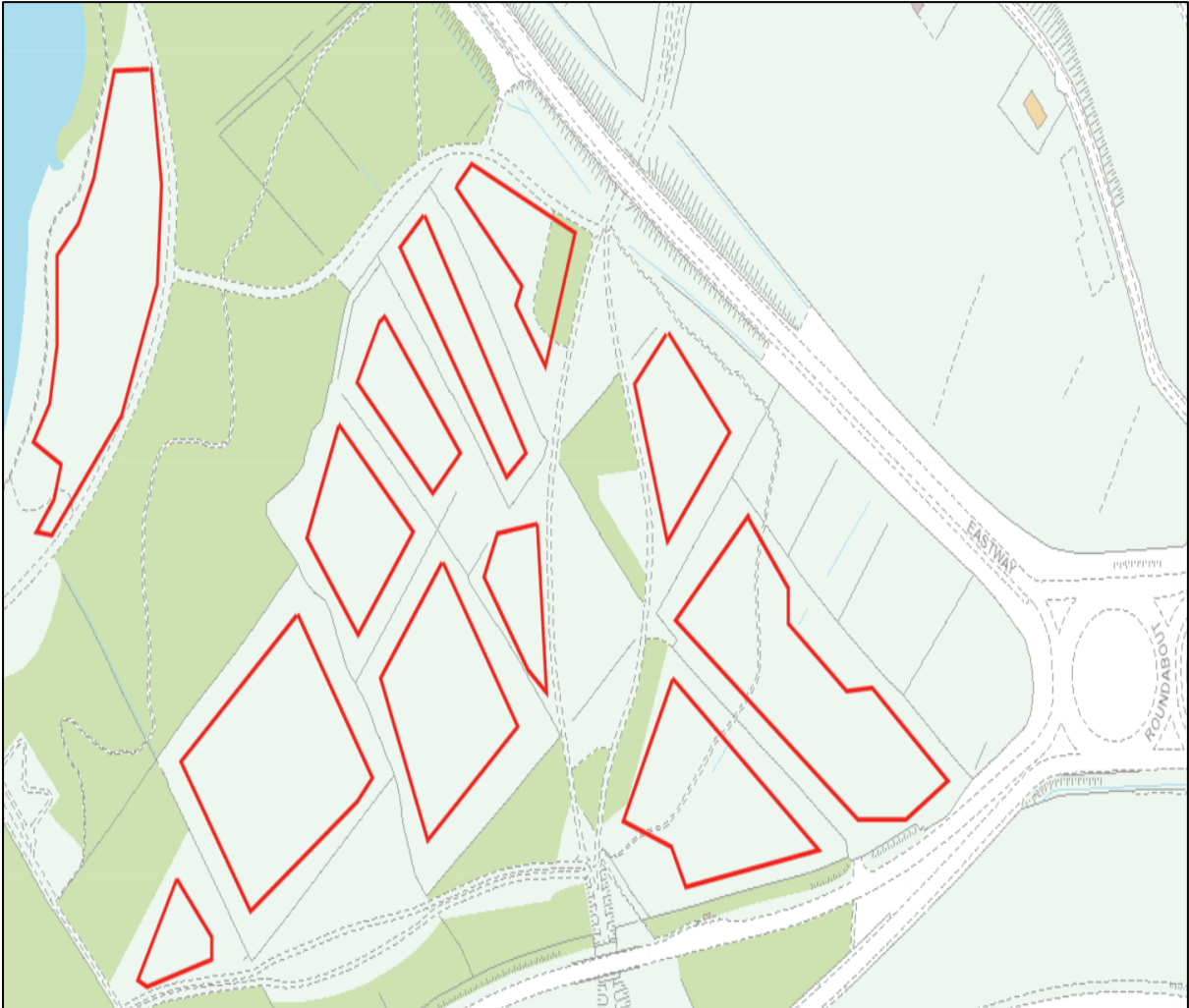
Lough Road



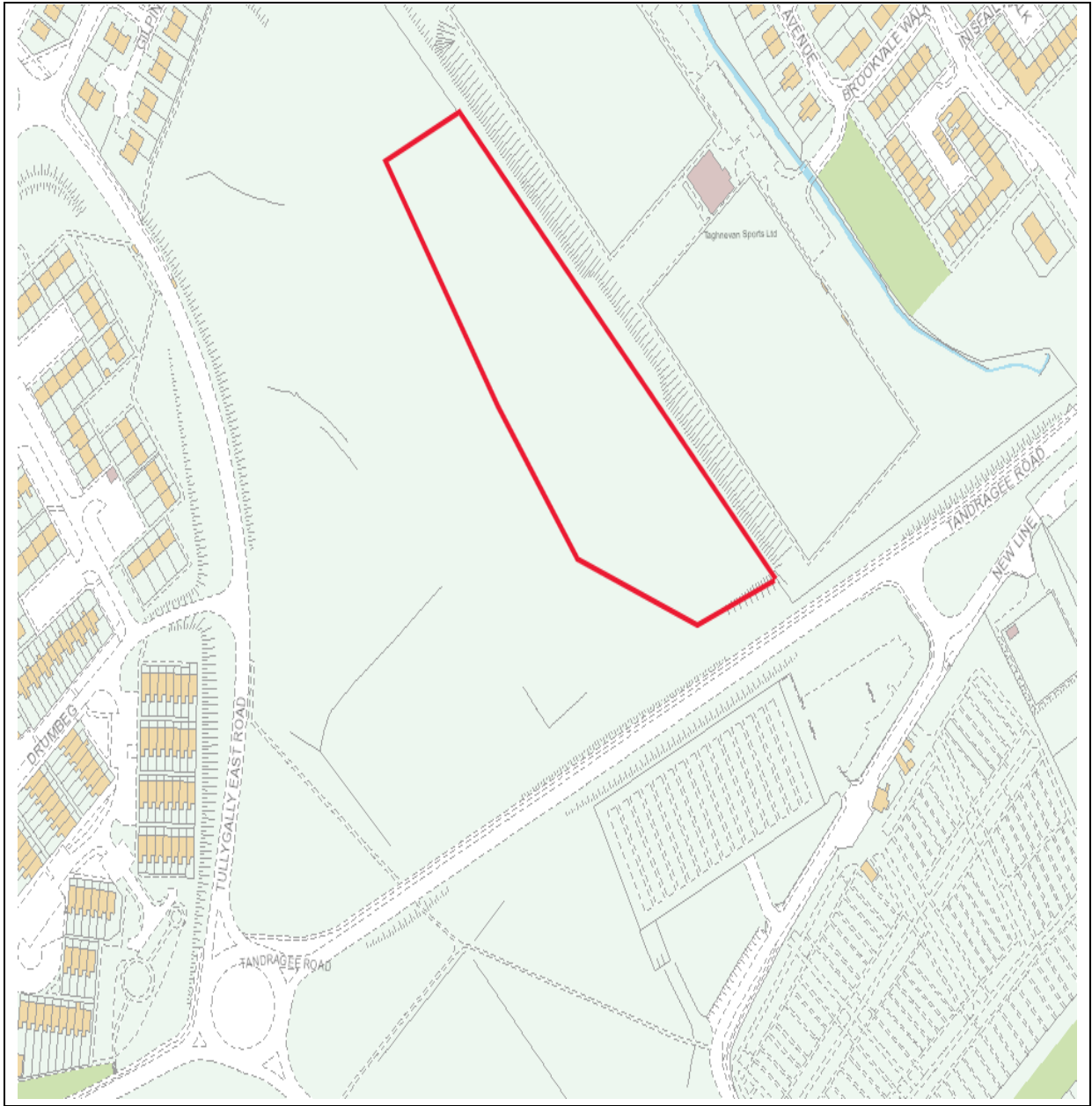
Craigavon Lakes North



Craigavon Lakes South



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Kernan

