



European Union
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Belfast City Council

**Tender for the delivery of the
OPENCities Project Evaluation**

TENDER DOCUMENT

Those who intend to submit a tender must register their interest at:
hannajanice@belfastcity.gov.uk in order to receive any updates or amendments to this
tender document

**All queries must be sent to the contact addresses given in section 1 - "Information and
instructions for Tenderers"**

Please note that from 1 January 2005, under the Freedom of Information Act 2000,
members of the public have the right to request information from Public Sector Bodies,
which may include details relating to this tender

Return date: No later than 3pm on Friday, 17th September 2010



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SECTION 1

INSTRUCTIONS AND INFORMATION FOR TENDERERS

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1 Invitation to tender

- 1.1 Belfast City Council (“the Council”) as OPENCities Lead Partner invites tenders from suitably qualified and experienced consultants to develop; deliver and project manage an evaluation of the OPENCities transnational Project.
- 1.2 OPENCities is a British Council project funded by URBACT and led by Belfast City Council in collaboration with a network of European cities. The partner cities include Bilbao, Bucharest, Cardiff, Dublin, Dusseldorf, Nitra, Poznan, Sofia and Vienna. URBACT is a European exchange and learning programme promoting sustainable urban development. www.urbact.eu/opencities

The main objective of the OPENCities project is to identify what makes a city attractive to international populations and to develop practical strategies for tackling economic and social integration issues, which can help cities, better attract and retain international populations thus contributing to their improved competitiveness. OPENCities has three key themes - Leadership and Governance, Internationalisation and Integration and Inclusion.

- 1.3 The contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in the tender 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 tender.

2 Submission of tender

- 2.1 Tenders should be returned no later than **3pm on Friday, 17th September 2010**. Tenders received after this time will NOT be considered.
- 2.2 Tenders submitted by post should be registered or sent by recorded delivery. An official receipt must be obtained for the tender if delivered by hand.
- 2.3 Hand-delivery of tenders at the Cecil Ward Building must be made between **9am and 5pm, Monday to Thursday and between 9am and 4.30pm on Friday**.
- 2.4 Tenders submitted by fax or electronic mail will NOT be considered.
- 2.5 The tender document, duly completed, must be placed in an envelope marked “T885 - Tender for the evaluation of the OPENCities Project”, sealed and returned (bearing no name or other distinguishing matter or mark revealing the identity of the sender) to: Director of Improvement, Belfast City Council, 4th floor, The Cecil Ward Building, 4 -10 Linenhall Street, Belfast, BT2 8BP.
- 2.6 All submissions must be in English and prices in Euros, exclusive of VAT.

3 Points of contact

In the case of an operational query, please contact:

Frances Dowds, OPENCities Project Manager
tel: (028) 90918730 fax: (028) 90500513
e-mail: dowdsf@belfastcity.gov.uk

In the case of a procurement query, please contact:

Julie McShane, Assistant Procurement Manager
tel: (028) 9027 0500 fax: (028) 9027 0590
e-mail: mcsbanej@belfastcity.gov.uk

4 Clarification of meaning of contract

Before submitting a tender, tenderers should seek to clarify any points of doubt or difficulty with the Officers listed above. For this purpose, contact should be made by e-mail, in the first instance, with the relevant Officer. If e-mail is not available, fax should be used. Should there be any matters of principle or remaining doubt or difficulty which tenderers consider are not adequately covered in the tender documents, details of these matters should be submitted in writing. Any points that require clarification must be received five (5) working days before the tender return date and time.

5 Alterations to Council documents

Belfast City Council shall not accept any amendments to the contents of this document.

6 Written acceptance

Acceptance by the Council shall only be made by written instruction to the successful contractor.

7 Right to issue further instructions

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

8 Expenses and losses

The Council shall not be responsible for, or pay for, any expenses or losses that may be incurred by any tenderer in preparing their tender proposals.

9 Preparation of tender

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

10 Confidentiality

All information supplied by the Council in connection with this invitation to tender 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 tender.

11 Gifts and hospitality

In October 2006, in the interests of good governance, Belfast City Council consolidated policy and developed practical guidance for employees concerning the acceptance and provision of gifts and hospitality.

You should be aware that there are only limited circumstances when employees may accept gifts and hospitality.

Where you are in any doubt about offering gifts and hospitality to Council employees (or their partner or family members), you should seek advice from the Procurement Manager on (028) 9027 0269 or by email on cupplesv@belfastcity.gov.uk

12 Ownership of tender documents

The attached documents are, and shall remain, the property of the Council and shall be returned with the tender. If no tender is to be submitted, the documents shall be returned pursuant to the Council's Invitation to Tender.

13 Tender form

The tender shall be submitted on the tender form 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, unless already provided to the satisfaction of the Council.

14 Signing of tender form

The tender form shall be signed:

- 14.1 Where the tenderer is an individual, by that individual.
- 14.2 Where the tenderer is a partnership, by two duly authorised partners.
- 14.3 Where the tenderer is a company, by two Directors or by a Director and the Secretary of the company, such persons being duly authorised for that purpose.

15 Award of contract

The Council reserves the right not to award a contract to any tenderer under this process.

16 Formal contract

The successful contractor shall be required to execute a formal contract with the Council and until such execution, the successful tender, together with the Council's written acceptance, shall form a binding agreement in the terms of the contract documents and where there is any discrepancy or difference between the tender and the (other) contract documents, the latter shall prevail.

17 Period of the contract

- 17.1 The contract shall be for a six month period from the date of tender award.

18 Budget

The total budget for the evaluation €7000 euros.

19 Period tenders are to be held open

Tenders are required to be kept open for acceptance for a period of three months from the closing date for submission of tenders.

20 Opening of tenders

Tenderers, or any representatives thereof, will not be permitted to be present when the tenders are opened.

21 Return of specified supplementary documents

Failure to return all specified supplementary documentation by the tender date, or such subsequent date as may be prescribed, may result in the tender being rejected.

22 Arithmetical errors

Where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, 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 the Council after consideration of a report by the Chief Officer.

23 Copyright

The copyright of all text and other materials produced by the successful consultant shall remain with the Council.

24 Qualified tenders

Qualification of tenders may result in rejection thereof.

25 Good relations

Contractors should be aware of the Council's Good Relations Strategy which outlines our commitment to Equality and Good Relations and our obligations under Section 75 of the Northern Ireland Act 1998.

A copy of the Good Relations Strategy is available on www.belfastcity.gov.uk/tenders

26 Evaluation criteria

The Council shall use the following criteria in its evaluation of the tender:

- 1 Proposed approach and methodology
- 2 Ability to deliver to schedule
- 3 Calibre and experience of the Project Team
- 4 Relevant experience of delivering similar initiatives
- 5 Cost
- 6 Quality systems
- 7 Environmental management / impact

SECTION 2

CONDITIONS OF CONTRACT

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TERMS AND CONDITIONS - SERVICES - FIXED PRICE

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 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 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 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 Belfast City 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) "Commercially sensitive information" means the information listed by the Contractor in the "Freedom of Information Statement";
 - (i) which is provided by the Contractor to the Client in confidence for the period set out in that schedule; and/or
 - (ii) that constitutes a trade secret;
- (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;
- (r) "FOIA" means the Freedom of Information Act 2000.

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.

1.3 The headings are inserted for convenience only and shall not affect the interpretation of the Contract.

1.4 Reference to any legislative requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.

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 the Council's rights of termination under these conditions, the Contract shall be in force from the Award Date and the Services shall be provided throughout the duration of the Contract in accordance with the dates and timetables specified in the Programme, or until the Services are completed to the satisfaction of the Council

4. ALTERATION OF REQUIREMENT

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.

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 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.

6.3 The Contractor shall:-

- (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.

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 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.

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.

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.

7. MEETINGS AND REPORTS

7.1 The Contractor shall attend all meetings arranged by the Council 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 the Council 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 the Council 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 the Council may reasonably require for such inspection and examination. In this Condition, Services includes planning or preliminary work for the Services.

9. INVOICES AND PAYMENT

9.1 The Contractor shall submit an invoice in duplicate to the Council 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 the Council may reasonably require including, but not limited to time sheets, 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.

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.

9.4 The Council 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 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.

9.7 The Contractor shall be bound by the Council's Standing Order 67 and Financial Regulation H.

9.8 The Contract is on a fixed price basis and does not allow for variation of pricing except in respect of VAT.

10. VALUE ADDED TAX

The Council shall pay to the Contractor the amount of any VAT chargeable within the UK with respect of the performance of the Services in accordance with Contract. VAT chargeable outside of the UK, which is not covered by the "reverse charge" (tax shift) mechanism or, is not reclaimable by the Council will be the responsibility of the tender.

11. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

11.1 The Contractor shall not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement 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.

11.2 The Contractor shall not conspire with any person to do any of the acts mentioned in Condition 11.1.

11.3 Any:-

(a) breach by the Contractor of this Condition; or

(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;

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.

11.4 The decision of the Council in relation to this Condition shall be final and conclusive.

12. THE FAIR EMPLOYMENT AND TREATMENT (NI) ORDER 1998

12.1 The Contractor shall not be an unqualified person for the purposes of Section 64 to 66 of the fair Employment and Treatment (NI) Order 1998 and shall sign the Declaration and Undertaking annexed hereto.

12.2 The Contractor shall not sub-contract any Services or Work to an unqualified person for the purposes of Section 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

13. DISCLOSURE OF INFORMATION

13.1 The Council reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.

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 authorised 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.

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 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.

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.

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 the requirements of this condition and condition 13.2.

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.

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.

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.

13.9 The decision of the Council regarding anything in this Condition 13 shall be final and conclusive.

14. DISCRIMINATION

The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations (NI) Order 1997, Sex Discrimination (NI) Order 1976 (as amended), Fair Employment and Treatment (NI) Order 1998 and the Disability Discrimination Act 1995 and shall take all reasonable steps to ensure that all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate. 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.

15. MERGER, TAKE-OVER OR CHANGE OF CONTROL

The Contractor shall forthwith 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.

16. UNSATISFACTORY PERFORMANCE

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.

16.2 Where the Contractor has been notified of a failure in accordance with Condition 16.1 the Council may:

(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.

17. TERMINATION OF THE CONTRACT

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

- (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 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 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.

18. BREAK

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.

19. CONSEQUENCES OF TERMINATION AND BREAK

19.1 Where the Contract is terminated under Condition 17 (Termination of the Contract), the following provisions shall apply:-

- (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).

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.

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:-

- (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.

20. ASSIGNMENT, SUB-CONTRACTORS AND SUPPLIERS

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.

20.2 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.

20.3 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.

21. INSURANCE

21.1 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.

21.2 Where in compliance with Condition 21.1 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, until 6 years after:

- (i) the completion of the Services; or
- (ii) the termination of the Contract

whichever is the earlier.

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.

21.4 If, for whatever reason, the Contractor fails to maintain, or fails to procure that any sub-contractor maintains, 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.

21.5 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.

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.

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.

22. LOSS OR DAMAGE

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.

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.

22.3 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 (for the purposes of this condition 22.3, "Contractor" shall include his servants, agents or sub-contractors) , 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:-

(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.

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.

23. CONFIDENTIALITY

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.

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;

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.

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

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).

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 sub-paragraph (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.

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.

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.

24. FREEDOM OF INFORMATION

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.

24.2 The Contractor shall and shall procure that its sub-contractors 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].

24.3 The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other information:-

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

(b) is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information, unless expressly authorised to do so by the Council;

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:-

(a) without consulting with the Contractor, or

(b) following consultation with the Contractor and having taken its views into account.

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.

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.

25. RECOVERY OF SUMS DUE

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.

26. DATA PROTECTION

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.

27. INSOLVENCY OF THE CONTRACTOR

27.1 The Contractor shall inform the Council:-

(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 if in Scotland he shall become insolvent or notour bankrupt, or any 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.

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.

28. ROYALTIES AND LICENCE FEES

The Contractor shall ensure that all royalties, licence 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.

29. DRAWINGS, SPECIFICATIONS, SOFTWARE, DESIGNS AND OTHER DATA

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.

30. RETENTION OF DOCUMENTATION

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.

31. SERVING OF NOTICES

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.

32. ARBITRATION

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.

33. TRANSFER OF RESPONSIBILITY

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.

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.

34. CONTRACTOR'S OBLIGATIONS IN CONNECTION WITH TUPE

34.1 Where requested to do so the Contractor shall provide such information (including any changes to and interpretations thereof) in connection with The Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE), as the Council may require, to the Council and/or to any other person authorised by the Council who is to be invited to submit a tender in relation to the provision of similar Services, within 10 days of the request.

34.2 During the 8 month period preceding the expiry of this Contract or within any period of notice of Termination or notice of Break, the Contractor shall not without the prior written agreement of the Council, which shall not be unreasonably withheld or delayed:-

- (a) materially amend the terms and conditions of employment of any employee whose work, wholly or mainly falls within the scope of this Contract; or
- (b) materially increase the number of employees whose work (or any part of it) is work undertaken for the purposes of this Contract.

34.3 The Contractor shall not knowingly do or omit to do anything which may adversely affect an orderly transfer of responsibility for provision of the Services.

35. USE OF COUNCIL FACILITIES

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.

36. SEVERABILITY

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.

37. WAIVER

37.1 The failure of the Council or the Contractor to exercise any right or remedy shall not constitute a waiver of that right or remedy.

37.2 No waiver shall be effective unless it is communicated to either the Council or the Contractor in writing.

37.3 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.

38. 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.

STANDING ORDER 67 - ENGAGEMENT OF CONSULTANTS

67 (a) It shall be a condition of the engagement of any architect, engineer, surveyor or other consultant (who is not an officer of the Council) who is retained to supervise a contract on behalf of the Council that he/she will -

- (i) comply with these Standing Orders;
- (ii) produce for inspection to the Chief Officer on request all records kept by him/her in relation to the contract.

FINANCIAL REGULATION H - ORDERS FOR WORK, GOODS AND SERVICES

H.1 Official orders shall be in a form approved by the Director of Corporate Services and are to be signed only by officers authorised by the appropriate Chief Officer.

H.2 Each Chief Officer shall be responsible for all orders emanating from his/her Department and shall be responsible for ensuring that sufficient provision is available in the approved estimates for the expenditure.

H.3 Official orders shall be issued for all work, goods or services to be supplied to the Council, except for supplies of public utility services, for periodic payments such as rent or rates, for petty cash purchases or such other exceptions as the Director of Corporate Services may approve.

- H.4 Each order shall conform with the directions of the Council with respect to central purchasing and the standardisation of supplies and materials.
- H.5 A copy of each order shall, if so required, be supplied to the Director of Corporate Services.
- H.6 Chief Officers shall acquire official order forms in accordance with arrangements approved by the Director of Corporate Services, and be responsible for their control and use.
- H.7 Where urgent orders are given orally, they shall be confirmed by a written official order within 2 working days.
- H.8 No order may be given unless the expenditure that will arise from it is in accordance with Standing Orders and Financial Regulations.
- H.9 The Standing Orders relating to contracts have been made by the Council under the terms of Section 99 of the Local Government Act (Northern Ireland) 1972 and are therefore of statutory effect and their terms must be carefully observed.

The following additional arrangements relating to the invitation of quotations have been agreed with the Local Government Auditor and will be amended from time to time:-

Where the cost does not exceed £3,000, written quotations need not be invited; where it does not exceed £8,000, three quotations and, where it exceeds £8,000 but not £30,000, four quotations should be invited. These are minimum requirements. It may well be advisable to seek quotations in excess of the number specified, or to advertise where this step appears likely to attract lower prices.

In all cases the accepted quotation, together with a summary of all quotations received must be sent to the Director of Corporate Services when the account is submitted for payment.

- Where (a) it is proposed to accept a quotation other than the lowest,
or (b) the specified number of quotations has not been invited,
or (c) the expenditure is not of a normal everyday nature,

then the circumstances should be reported in writing to the Director of Corporate Services.

SECTION 3

SPECIFICATION

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1 INTRODUCTION

1.1 Background to Belfast City Council's Development Department and European Unit

1.1.1 The Council's Development Department was established in 1999 to play a leading role in establishing Belfast as a beacon city for social, physical and cultural development.

1.1.2 The European Unit is one of eleven service units within the Development Department.

1.1.3 The European Unit is the first of its kind on the Island of Ireland. It benefits Belfast in four ways - Raises local awareness about EU issues that affect us; Maximises EU funding opportunities; Interprets, disseminates and contributes to EU policy; Participates in networks of EU cities to exchange best practice and showcase Belfast.

1.2 The EU Unit within Belfast City Council employ dedicated project staff to co-ordinate, manage and deliver the OPENCities project. Belfast is the Lead Partner of the OPENCities Project.

2 BACKGROUND TO THE OPENCities Project

2.1 OPENCities is a British Council project funded by URBACT and led by Belfast City Council in collaboration with a network of European cities. The partner cities include Bilbao, Bucharest, Cardiff, Dublin, Dusseldorf, Nitra, Poznan, Sofia and Vienna. URBACT is a European exchange and learning programme promoting sustainable urban development. www.urbact.eu/opencities

2.2 Launched in January 2009 at the Belfast Waterfront, the project runs for 30 months, from 24th December 2008 until June 2011. The project was discussed and agreed by partners within a 6 month Development phase; initiated and delivered within a 30 month Implementation Phase.

2.3 The 6 competitive cities involved in the project are contributing €17,295 over the 30 month period while with 4 convergence cities contribute €11,530 to the total budget of €576,500. The remaining 70% and 80% (respectively) of the budget is made up of ERDF funding. The funding covers travel costs to enable the learning exchange in partner cities, local support group activities in aid of developing the local action plan, external expertise, communication and dissemination of findings and general staffing and administration costs.

2.4 The project was initiated because of a belief that cities that attract international populations are more competitive than cities that don't. By attracting new international populations, cities will inevitably attract more international events, investors and visitors. This 'internationalisation' will lead to greater diversity, which leads to more economic success and the improved well-being of its citizens. The project considered how to successfully integrate international migrants and how to become and remain competitive in a globalised world. OPENCities has three key themes - Leadership and Governance, Internationalisation and Integration and Inclusion.

2.5 At a political level, the OPENCities project has been signed up to by the First Citizen of each city through a signed letter of Commitment and a signed Joint Convention. Each city also has the engagement of their Managing Authority (MA i.e. government departments). The MA acts as a support to each city providing information on existing EU funded migrant projects, acting as a signpost to funding opportunities and has a role in helping to populate Local Action Plans.

- 2.6 The European Commission is an active partner in this prestigious project since OPENCities has been selected for the “fast track” project label, under the Regions for Economic Change initiative. This means that the European Commission works closely with the project to track policy and transferable practice to promote learning across Europe.

3 OPENCities Activities

- 3.1 The OPENCities Project delivers on activities at Project and Programme level.
- 3.2 The Project level activities are the key mechanisms that enable partners to work together and to develop and deliver effective and sustainable solutions to key urban challenges, such as immigration, at a local level.
- 3.3 The Programme level outputs reflect ‘capitalisation’ of learning generated as a result of bringing together URBACT II projects that are populated under similar areas of expertise. The area of URBACT expertise OPENCities sits under is Human Capital & Entrepreneurship.

4 OPENCities

4.1 Main Project Objective

The main objective of the OPENCities project is to identify what makes a city attractive to international populations and to develop practical strategies for tackling economic and social integration issues, which can help cities, better attract and retain international populations thus contributing to their improved competitiveness.

5 O/C Project Objectives

- 5.1 To develop and maintain effective project management and co-ordination mechanisms
- 5.2 To facilitate the exchange and learning process to contribute to improved learning and understanding of OPENCities dynamics
- 5.3 To support local engagement and action planning to deliver practical results
- 5.4 To participate fully in capitalisation process
- 5.5 To promote and disseminate OPENCities concept, information and results
- 5.6 To develop OPENCities benchmarking tool

6 OPENCities Project Outputs

- 6.1 Launch conference Belfast
- 6.2 Workshop for Management Authority
- 6.3 Progress Report
- 6.4 Updated baseline report
- 6.5 OPENCities Thematic Workshops & think pieces
- 6.6 Post workshop Review Meetings (with LSG and MAs)
- 6.7 Project steering group meetings
- 6.8 Thematic Reports & Conference Reports
- 6.9 Case Studies
- 6.10 Urbact Local Support Groups
- 6.11 Local Support Group Meetings
- 6.12 Local Action Plans
- 6.13 Pilot Projects
- 6.14 Space dedicated to project on URBACT website
- 6.15 Reports on OPENCities benchmarking research
- 6.16 Presentation materials for Conference

7 REQUIREMENT

7.1 The main tasks of the Evaluator will be:

To produce an evaluation document that focuses on the main analytical points, indicates the main conclusions, lessons learned and specific recommendations arising from the project objectives, outputs and activities associated with the OPENCities project. Cognisance must be taken of all activities, documents, reports and other outputs produced during the project timescale; what has been organised by partners in partnership, locally or by members of Local Support Groups (LSG); benefits gained from participating in the project and from forming LSGs; whether LSGs will be sustained and any plans for continued activity; establishment and continuation of local initiatives as a result of the project. The key role of the Evaluator will be to mainly evaluate the Project at the level of URBACT project and to take cognisance of OPENCities at the level of the URBACT programme as a whole. Consideration should be given to the role of the Managing Authority in the project and to what extent they have been able to support cities to identify and secure funding for implementation of pilot projects.

8 REMIT OF THE COUNCIL

- 8.1 The Council shall, in conjunction with the successful contractor, oversee, monitor and manage the implementation of the evaluation.
- 8.2 The Council will provide contact details of OPENCities city and project partners, URBACT Experts, DG Regio, Local Support Group Members and others and will work with the evaluator to identify opportunities for consultation with key stakeholders.

9 EVALUATION ANTICIPATED OUTPUTS

- 9.1 Production & presentation of draft evaluation document to OPENCities Project Manager by 1st March 2011
- 9.2 Attendance at NITRA thematic event February 2011 & summary presentation to OPENCities partners on key initial points arising within evaluation
- 9.3 Delivery of final evaluation Report to OPENCities Project Manager by April 2011
- 9.4 Bi-monthly progress updates to O/C Project Manager
- 9.5 Production of draft & final Factsheet to Project Manager. *The evaluator will produce a tightly drafted fact sheet usable as a free standing document that details the final outputs of the project, including: challenges, concrete conclusions achieved and recommendations put forward. This factsheet should contain a good compilation of "quotes" from stakeholders and reflect the key learning made by project partners during the project.

10 TIMETABLE

- 10.1 Evaluation delivery time shall be six months, with the start date anticipated to be October/November 2010.

10 COSTS

- 10.1 A detailed budget for the OPENCities Evaluation.

11 REPORTING AND MONITORING

- 11.1 The consultant shall meet with the Council's representatives at the following stages:
- 11.2 On appointment, to agree a forward work plan and proposed implementation.

- 11.3 On a bi-monthly basis to review progress and outputs against the submission.
- 11.4 In advance of attendance at the Thematic Meeting to be held in Nitra (Feb 2011).
- 11.5 On completion of the OPENCities evaluation.
- 11.6 The consultant shall be subject to European Monitoring regulations and will be expected to provide the appropriate information required in order to release payments.

12 FORMAT OF SUBMISSION

Three copies of the application must be submitted in the form of a bound document (holed and tagged, or as loose leaf within a binder or folder) with information provided in the following format:

- 12.1 Completed appendices A - I.
- 12.2 Completed detailed budget as per clause 10 above.
- 12.3 Details of the project manager who shall have overall responsibility for the delivery and management of the contract, including relevant experience and qualifications and what that responsibility shall include.
- 12.4 Details of specific team members to be engaged in the project, including relevant experience and qualifications.
- 12.5 Two case studies of relevant similar projects delivered over the past two years.
- 12.6 Details of days and day rate to be allocated to each team member, broken down as requested at clause 10 above.
- 12.7 Details of the proposed approach and methodology:
- 12.8 Details of time to be allocated to each activity
- 12.9 Details of how the minimum qualitative and quantitative outputs shall be achieved.
- 12.10 Timetable for delivery of the project outlining the key stages of the approach, the critical steps and the scheduling of the main activities throughout the contract period (including a GANTT chart).
- 12.11 Details of quality management systems to be deployed, including how the contract shall be managed and what administrative systems shall be put in place to control the budget.
- 12.12 Details of environmental policies that have been put in place by the lead organisation.

*(Submissions **must** be arranged in this order and a table of contents provided with page numbering)*

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APPENDICES

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A TENDER FORM

This tender form and accompanying documents, completed as directed, must be enclosed in an envelope marked:

Ref number -Tender for the delivery of the OPENCities Evaluation

sealed, and reach the office of the Director of Improvement, Belfast City Council, 4th floor, The Cecil Ward Building, 4-10 Linenhall Street, Belfast, BT2 8BP, not later than

3pm on Friday, 17th September 2010

An official receipt must be obtained for the tender if delivered by hand. If the tender is sent by post, it should be registered.

Particular attention is directed to the necessity of having the tender form properly filled in and signed, and all requisite drawing(s), pattern(s), and sample(s), etc. submitted; otherwise the tender may not be considered.

In the event of a Service Provider declining to carry out a Contract in accordance with the terms of the tender submitted, such Service Provider may be debarred from executing future works for the Belfast City Council.

..... Opened by.
..... Date.

NOTE: Tenders will be accepted on this form only. No tenders will be accepted by fax.

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

T E N D E R

Tender for the delivery of the OPENCities Evaluation

To Belfast City Council

I/We hereby offer to supply and deliver to you all the materials and/or execute the work above mentioned and particularly described in the annexed Schedule, which shall be ordered by you for the purposes of the above during the above period for the sum of (in words)

.....

(in figures) £

and as quoted in the annexed Schedule and subject to the annexed Conditions.

In the event of this Tender being accepted by you in respect of an amount exceeding £30,000 and without prejudice to the formation of a binding contract on my/our part upon notification to me/us of your acceptance of the Tender. I/We undertake (within fourteen days of being required by your Head of Legal Services so to do) to enter into a written Agreement with you embodying the annexed Schedule and Conditions and in the event of failure or omission to execute such Agreement within the aforesaid period it is hereby acknowledged that the City Council shall be at liberty to annul the acceptance of the Tender without further notice.

As witness my/our hand this day of 2009

Signature (1)

Signature (2)

Tenderer:

Registered Address:

Tel no: Fax no:

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

.....

.....

.....

<p>Recommended for acceptance:</p> <p>..... Head of Service</p> <p>..... Department</p>

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 the Council 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 a Councillor, 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 (in BLOCK CAPITALS)

Postal Address:

.....

Telephone N°: Fax N°:

e-mail address:

**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 CITY COUNCIL
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 CITY COUNCIL has decided that it shall be a condition of tendering that a contractor shall not be an unqualified person for the purposes of Articles 64 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 a Council 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 CITY COUNCIL to which Article 64 of the Order applies.

Signed by

Duly authorised to sign
for and on behalf of

Dated

D ENVIRONMENTAL MANAGEMENT

- i Does your organization have a named officer responsible for Environmental Management? Yes / No

If 'yes', please state the name, position and qualifications of that person:

Name: _____

Position: _____

Qualifications: _____

- ii Does your organization have an Environmental Policy? Yes / No

If 'yes', please enclose a copy with your submission

- iii Does your organization have in place an Environmental Management System? Yes / No

If 'yes', do you have any objection to this being inspected? Yes / No

- iv Does your organization hold either of the following accreditations?

EMAS Yes / No

ISO 14001 Yes / No

- v Has your organization compiled a register of Environmental Regulations and Legislation relating to your business operations? Yes / No

If 'yes', do you have any objection to this being inspected? Yes / No

- vi Has your organization compiled an Environmental Effects Register? Yes / No

If 'yes', do you have any objection to this being inspected? Yes / No

- vii Do you have an Environmental Action Plan in place to reduce your adverse impact on the Environment? Yes / No

If 'yes', do you have any objection to this being inspected? Yes / No

- viii Please identify (on a separate sheet) the environmental impact of the provision of your supply/service. Yes / No

Belfast City Council has produced a booklet "Environmental Purchasing Policy, A Supplier's Perspective" which is available, with our other publications on

<http://www.belfastcity.gov.uk/publications>

E PAST CUSTOMERS' RECORD

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

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

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

NAME OF CONTRACTOR: _____

DESCRIPTION OF CONTRACT: _____

Please arrange to have this form completed by your Insurance Broker or Insurers.

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 Height or depth limit _____
- 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
- 9 Does the policy cover liability for use of motor vehicles where Road Traffic Compulsory Insurance Legislation does not apply? Yes / No
- 10 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 _____
- 6 Height or depth limit _____
- 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

CONTRACTOR'S 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 _____

Signed _____

Broker / Insurer (delete as applicable)

Dated _____

G FREEDOM OF INFORMATION STATEMENT

With reference to Clause 24 of the Terms and Conditions of Contract, please complete where appropriate.

I/We consider that: -

- i The information in this tender is commercially sensitive*
- ii The information in this tender is not commercially sensitive*

*** Please delete as appropriate**

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

- iv Please state period for which information should remain commercially sensitive.

Signed: _____

Block capitals: _____

for and on behalf of: _____

Date: _____

Please note: under Clause 24 of the Contract Conditions it shall be at the absolute discretion of the Council to decide whether the information listed above, ie the 'Commercially Sensitive Information' is:

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

H CONTACT DETAILS

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

- 1 Company name: _____
- 2 Address: _____

- 3 Postcode: _____
- 4 Telephone number: _____
- 5 Fax number: _____
- 6 Name of person to contact in connection with this submission: _____
- 7 Position in Company: _____
- 8 Telephone number:(if different from above) _____
- 9 Fax number:(if different from above) _____
- 10 e-mail address: _____
- 11 Mobile telephone number: _____
- 12 Website (if applicable): _____
- 13 Number of employees in Company: Full time _____ Part time _____

14 Where did you hear about this tender? (please tick as appropriate):

- Local newspaper ie: Belfast Telegraph
- The Irish News
- The News Letter

Other publication (please give name) _____

Belfast City Council website ie: www.belfastcity.gov.uk

Official Journal of European Union website ie: www.ojec.com

Other website (please provide address): _____

15 The Procurement Unit invites feedback from tenderers regarding the tendering process. Any suggestions regarding how this tendering exercise might have been improved are welcome:

I DECLARATION FOR APPLICANTS

It is a requirement of all tender applications made to Belfast City Council that applicants complete this declaration.

I / We _____ of

_____ have completed the enclosed documentation in respect of my / our application for the tender for **the delivery of a Sales Growth Programme** and declare that the following documents have been enclosed with my / our application:

1	Three copies of submission	Yes / No
2	Appendix A - Tender form	Yes / No
	Appendix B - Certificate as to canvassing	Yes / No
	Appendix C - Fair employment declaration	Yes / No
	Appendix D - Environmental management questionnaire	Yes / No
	Appendix E - Past customers' record	Yes / No
	Appendix F - Contractor's insurance questionnaire	Yes / No
	Appendix G - Freedom of information statement	Yes / No
	Appendix H - Contact details form	Yes / No
3	Completed detailed budget as per clause 10	Yes / No
4	Details of the project manager who shall have overall responsibility for the delivery and management of the contract, including relevant experience and qualifications and what that responsibility shall include.	Yes / No
5	Details of specific team members to be engaged in the project, including relevant experience and qualifications.	Yes / No
6	Two case studies of relevant similar projects delivered over the past two years.	Yes / No
7	Details of days and day rate to be allocated to each team member, broken down as requested in the detailed budget.	Yes / No
8	Details of the proposed approach and methodology, including the following: 8.1 Details of how participants will be recruited. 8.2 Details of how the Programme shall be delivered. 8.3 Details of time to be allocated to each activity, including: <ul style="list-style-type: none"> • Methodology ie workshop modules, structure for mentoring support, sales meetings / prospecting • Programme content • Reporting and monitoring 	Yes / No
9	Details of how the minimum qualitative and quantitative outputs shall be achieved.	Yes / No
10	Timetable for delivery of the project, outlining the key stages of the approach, the critical steps and the scheduling of the main activities throughout the contract period (including GANTT chart)	Yes / No
11	Details of quality management systems to be deployed, including how the contract shall be managed and what administrative systems shall be put in place to control the budget.	Yes / No
12	Details of environmental policies that have been put in place by the lead organisation	Yes / No

I confirm that the tender submission is compiled in the order listed above and is fully indexed to reinforce it.

Signed

.....
.....

Name (Block Capitals)

.....

Position in Company

.....

Date

.....
.....

All of the above-listed documents must be returned. Failure to do so will result in the submission not being accepted.