**LONDON BOROUGH OF BROMLEY**

**FORM OF TENDER**

**DOMICILIARY CARE SERVICES (PATCH REPLENISHMENT)**

**NOTE:** This Form of Tender, Pricing Schedule and associated Tender Documents shall be submitted via ProContract no later than **12.00 noon on 3rd May 2024.**

**DECLARATION**:

*[\*delete as appropriate]*

I/We\* hereby offer and undertake on acceptance of this Tender by the London Borough of Bromley, to supply the Services in accordance with the Conditions of Contract, Service Specification and Pricing Schedule.

I/We\* declare that we have read and understood all parts of the Invitation to Tender including all information and instructions supplied within the “Guidance for Pricing” section.

I/We\* declare that we have completed all sections of the Pricing Schedule and submitted them in accordance with the “Guidance for Pricing” section of the Invitation to Tender.

I/We\* understand that my/our Tender is for the sums set out in the Pricing Schedule and undertake that if this Tender is accepted I/we\* will not, save as expressly provided in the Agreement, be entitled to and will not withdraw the above offer and undertaking and will, subject to and according to the documents, carry out the Services specified during the Term of the Agreement.

I/We\* agree that the insertion by me/us of conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause this Tender to be rejected at the Council’s absolute discretion.

I/We\* agree that if upon examining the Form of Tender, an error of computation is detected by the Council; the Tenderer shall be given details of the error(s) and afforded the opportunity to confirm or withdraw the offer. If confirmed the Tender figure will remain unaltered.

I/We\* certify that there are no mandatory grounds for the rejection of this tender, as referred to in Regulation 57 of the Public Contracts Regulations 2015.

In consideration of the payment (if demanded) by the Council of the sum of one pound (£1) I/we\* agree that this Tender shall remain open for acceptance by the Council and shall not be withdrawn for six (6) months from the last date specified for the receipt of this Tender.

I/We\* certify that this is a bona fide tender intended to be competitive, and that I/we\* have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/We\* also certify that we have not done and we undertake that we will not do, at any time before the returnable date of this tender, any of the following acts:

* communicate to any other person or adjust the details of this Tender in accordance with any agreement or arrangement with any other person;
* canvass or solicit any Member officer or employee of the London Borough of Bromley in connection with the award of this tender or any other tender or proposed award of the tender for the Service 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 any such act;
* enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
* 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 the doing or having done or causing or having cause to be done in relation to any other tender or proposed tender for the Services any act or thing of the sort described above.

I/We\* undertake and agree that if my/our\* Tender submission is accepted by the Council, from the date of such acceptance, there shall exist a binding contract between us subject to all the terms, conditions and requirements of the Tender documents, the letter of acceptance, and my/our\* Tender submission including this Form of Tender (collectively the Contract Documents). Nevertheless I/we\* further undertake to execute a formal Agreement for the proper and complete performance of the Services.

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

*[\*delete as appropriate]*

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name in block capitals \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name of Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone No \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No \_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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