Part 6 Certificates and Declarations

Contract Reference **TCOS417**
Contract Title **Provision of an Improved CCTV Service**
Maximum Period of Contract **10 Years**
Return Date **Wednesday 29 November 2017**
Return Time **12:00 Noon**
Return Through **www.supplyingthesouthwest.org.uk (ProContract)**
Applicant Name

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TORBAY COUNCIL CONDITIONS OF TENDER

1. Tenders are invited for the supply of the goods or services specified or described in the invitation. Tenders with conditions of contract duly completed and marked with the title of the procurement and returned electronically via the Supplying the South West portal. Tenders must be returned by the date and time stated on the front page the procurement documents. Tenders received after the time stated or not properly completed will be disregarded. Facsimile and emailed copies will not be accepted.

2. The Contract shall be subject to the Authority's Conditions of Contract, included in these Tender Documents. Wherever special conditions of Contract are contained in the Invitation to Tender, the Contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail. Offers by Applicants made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. No alteration must be made to the printed conditions or schedules. Any Tenders bearing such alterations will not be considered.

3. The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as Tendered for separately.

4. **To Torbay Council**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such specifications (if any), as are contained or incorporated in the Invitation to Tender. I / We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING

The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A) or as a single body and/or individual (Box B) by striking through whichever box does not apply.

Box A – Consortium

I / We the undersigned do hereby certify that:

(a) the consortium's Tender is bona fide and intended to be competitive;
(b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;
(c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
(d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.
(e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority 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 knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.

I / We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.

Box B – Single Body and/or Individual

I / We the undersigned do hereby certify that:

(a) My / Our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;
(b) I / We have not indicated to any person other than the person calling for the Tender 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 or other quotations necessarily required for the preparation of the Tender;
(c) I / We shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
(d) I / We have not offered 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 nature specified and described above.
(e) I / We hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority 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 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 further undertake that I/we will not do any of the acts mentioned in (b), (c) (d) and (e) above before the hour and date specified for the return of the Tender.

CERTIFICATE OF CONFIDENTIALITY

I / We hereby agree with the Authority that I / we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

APPLICANT'S WARRANTIES

In submitting their Tender the Applicant warrants, represents and undertakes to the Authority that it:

(a) Has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements; and

(b) Has full power and authority to enter into the Contract and provide the goods, services or works and will, if requested, produce evidence of such to the Authority; and

(c) Is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (except those disclosed in the audited accounts or other financial statements submitted to the Authority by the Applicant) which may adversely affect such financial standing in the future.

PRICING SCHEDULE DECLARATION

I / We offer to supply the goods, works or services as per the pricing in the Pricing Submission document appended to our submission, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

SIGNATURE

Organisation Name:

Full Postal Address:

Telephone Number:

Signed[1]*:	Date:
Name *(in block capitals)*:	
In the capacity of: *(State official position, i.e. Director, Manager etc.)*	

[1] *It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed*