# TENDER RESPONSE – PART B – FORM OF TENDER AND ANTI-COLLUSION CERTIFICATE FOR EXTERNAL AUDITOR FOR COUNCIL CONTROLLED CHARITIES

## Strategic Procurement

**DN630151**


**Author:** Strategic Procurement



**Version:** v1.00

**Date:** November 2022

## Form of Tender

Having examined the Invitation to Tender (and its accompanying documents) which I/We shall retain for the duration of the supply, and being satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the conditions of the Invitation to Tender (and accompanying documents):

1. I/We do hereby offer to provide the goods/services/works (as applicable) as indicated and on the terms and conditions provided with the Invitation to Tender (and accompanying documents), to be formalised by a written contract.

2. I/We do hereby offer to provide the goods/services/works (as applicable) at the prices set out in this Tender.

3. I/We undertake to perform any obligations required of me/us as referred to within the Invitation to Tender (and its accompanying documents).

4. I/We undertake that this offer shall remain valid and open for acceptance for a period of 6 months from the date of submission unless specifically withdrawn in writing.

5. I/We confirm that if our Tender is accepted I/we will, if required, upon demand:

   (a) produce evidence that all relevant insurances, certificates and policies necessary to comply with the relevant legislation are held and valid;

   (b) sign a formal contract document if required;

6. I/We understand and agree that our Tender represents an offer and the Council will accept that offer subject to me/us signing and returning a formal written contract.

7. I/We understand that the Council is not bound to accept the lowest or any Tender it may receive.

## Anti-Collusion Certificate

8. I/We undertake that the amount of this Tender has not been calculated by agreement or arrangement with any third Person and has not and will not be communicated to any Person, other than on an 'in confidence' basis to those with whom I/we must consult for the purpose of preparing this Tender, until after the closing date and time for submission of Tenders.

9. I/We certify that this is a bona fide Tender and that I/we have not and will not:

   (a) enter into any Agreement with any other Person with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which any Tender is made;

   (b) inform any Person other than the Council or those referred to at paragraph 8 of the amount or appropriate amount of the Tender, or any confidential information in relation to the Tender.

   (c) cause or induce any Person to enter into such an Agreement as is mentioned in paragraph (a) above or to inform me/us of the amount or appropriate amount of any rival Tender;

READ ONLY

(d) offer to give or give any sum of money, inducement or valuable consideration, directly or indirectly, to any Person having direct connection with this Tender process for doing or having done or causing or having caused to be done any act or omission in relation to any other proposed Quote or Tender;

(e) offer 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 any act or thing of the sort described in (a), (b) or (c).

10. In this document:

(a) "Person" includes any individual, body or organisation; and

(b) "Agreement" includes any such transaction, formal or informal and whether legally binding or not.

(c) "Tender" means the potential supplier's completed tender documents comprising of all documents submitted as part of the bidder's response.

11. I/We agree that the terms of the above declaration will form part of any contract with you resulting from the acceptance of my/our Tender and that if we are in breach of this anti-collusion requirement the Council will terminate the contract forthwith and will be entitled to recover on demand all costs, expenses, losses and legal fees arising from such termination including all costs incurred in re-quoting the contract.

| | |
|---|---|
| Dated this day of 20 | |
| Full Individual Name: | |
| Company Name: | |
| Address: | |
| Authorised Signature: | |
| Position (Job Title): | |

READ ONLY

**BY ELECTRONICALLY SUBMITTING YOUR BID YOU ARE CONFIRMING THAT:**

1. You are the applicant or a person duly authorised by the organisation to sign on its behalf; and,

2. The Bid is complete and accurate to the best of your knowledge and belief; and,

3. You authorise the Council or participating authorities to evaluate your Bid which you have submitted.

4. Where forms are to be signed either by the Bidder or a third party, e.g. a Bank or Council, or insurer, electronically completed versions are acceptable for Bidding purposes, but fully signed hard copies of these forms may be required from Bidder(s) prior to the award of contract.

Do not enclose brochures, testimonials, accounts, company reports, specifications, extra or different pricing information unless expressly asked to do so.

**Thank you for your interest in this procurement.**

READ ONLY