**Appendix 9**

**Declarations**

**FORM OF TENDER**

**Contract for** Waste Collection Services

(“The Bidder”) ***(Name to be inserted by the Bidder)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Address (Bidder to insert) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

To: Wakefield & District Housing Ltd

**(**“WDH”)

I/We, the undersigned, hereby offer and undertake to carry out/ provide the whole of the Services/Goods required to be done in the execution of the above-mentioned Service/Goods including the provision of all materials and labour in accordance with the Tender Documentation, for the sum of:- (in words)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (£ \_\_\_\_\_\_\_\_\_\_\_)

The Bidder in submitting this tender warrants and represents to and undertakes with WDH that:

1. The Bidder agrees to carry out the Contract on being notified of the acceptance thereof in whole or in part in accordance with WDH’s Terms and Conditions of Contract which have which been examined.

b) The Bidder understands that documents submitted as their tender response will form the basis of the Contract Schedules to the Terms and Conditions of Contract

c) The Bidder understands that WDH is not bound to accept any tender and that WDH will not be responsible for any expense incurred in preparing this tender.

1. The Bidder accepts that all information supplied by WDH in connection with the tender shall be treated as confidential by the Bidder.
2. The Bidder has complied and will comply in all respects with the tender documentation.
3. All information, representations and other matters of fact communicated (whether in writing or otherwise) to WDH by the Bidder or its employees in connection with this tender are true, complete and accurate in all respects.
4. The Bidder has not submitted this tender in reliance upon any representation or statement (whether made orally, in writing or otherwise), which may have been made by or on behalf of WDH other than the tender documentation.
5. The Bidder has satisfied itself before submitting this tender as to the accuracy and sufficiency of the rates and prices stated by it in this tender and these rates and prices shall cover all the Bidder’s obligations contained or referred to in the tendert documentation and has obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect this tender.

The Bidder declares that this is a bona fide tender, intended to be competitive, and that it has not fixed or adjusted the amount of this tender by or under or in accordance with any agreement or arrangement with any other person. The Bidder also declares that it has not, and it undertakes that it shall not before or 120 days after the tender return date do any of the following acts: -

1. Communicate to any person the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
2. Enter into any agreement or arrangements with any other persons to ensure that they shall refrain from tendering or as to the amount of any tender to be submitted.
3. Offer to pay or give or agree to pay any sum or valuable consideration directly or indirectly to any person for doing or having done or causing to be done in relation to any other tender or proposed tender for the service/goods any act or thing of the sort described above.
4. Canvassed or solicited any member, officer or other employee of WDH in connection with the award of this or any other WDH contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other WDH contract or tender.

The Bidder also further certifies that the principles described above have been or will be brought to the attention of all sub-contractors, suppliers and associated companies providing goods, services or works connected with the tender and any contract entered into with such contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties

In this context the word “person” includes any persons or anybody or association, corporate or non-corporate but shall not include any proposed sub-contractor or agent and “any agreement or arrangement” includes such transaction, formal or informal, and whether legally binding or not.

 I/We understand that you reserve to yourself the right to accept or refuse this tender whether it is lower, the same or higher than any other tender, or for any other reason.

 I/We agree that this tender shall remain open for acceptance by you and will not be withdrawn by us for a period of **90 days** from the closing date for submission of tenders.

I/We, the undersigned, herby tender for the goods/services as detailed in this form of tender

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESIGNATION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR AND ON BEHALF OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print company’s full name)

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*A typed name is acceptable.*

**TENDERER’S INSURANCE DETAILS**

Amount of Public/Product Liability Insurance required: £ 5,000,000

Policy must contain an indemnity to principals’ clause

Amount of Employer’s Liability Insurance required: £ 10,000,000

Policy must contain an indemnity to principals’ clause

Amount of Professional Indemnity Insurance required: £ 1,000,000

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Insurance type | Amount of Cover | Insurance Company/Broker | Indemnity to Principals Clause (Yes/No) | Policy Number | Renewal Date |
| Public Liability |  |  |  |  |  |
| Employers Liability |  |  |  |  |  |
| Professional Indemnity |  |  |  |  |  |
| Other insurance cover *(please detail)* |  |  |  |  |  |

Please note copies of insurance certificates will be required at the award stage if successful.

BIDDER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESIGNATION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*A typed name is acceptable*