

# **Brent Council**

## Form of Tender for Supply and Installation on roof, grid connection, maintenance and warranty, for 75.0 kWp of Solar PV (Photovoltaic) panels at Brent Civic Centre

- To: The Council of the London Borough of Brent, Civic Centre, Engineers Way, Wembley, HA9 0FJ.
- 1 We have examined the Invitation to Tender, Specification, Conditions of Contract, and all other Invitation to Tender documents issued by the Council for the supply and installation on roof, grid connection, maintenance and warranty of Solar PV panels at Brent Civic Centre ("the Services").

We hereby offer and undertake to provide the UK Company Due Diligence throughout the duration of the Contract in conformity with the Specification, the Conditions of Contract, our Tender Proposals and all appendices, pricing documents and other tender documents submitted herewith for the sums shown within the Pricing Schedule:

- 2. Should our Tender be accepted, we undertake to enter into a formal agreement in the form included in the Invitation to Tender documents. Until such an agreement is executed, this Form of Tender and the acceptance hereof by the Council shall constitute a binding contract between us.
- 3. We acknowledge and understand that the insertion by us of any conditions qualifying this Tender or any unauthorised alteration to any of the tender documents shall cause the tender to be rejected.
- 4. We certify that this is a bona fide tender and we have not:
  - (a) entered into any agreement with any other person with the aim of preventing quotations being made or as to the amount of any quotation or the conditions upon which any quotation is made;
  - (b) informed any other person of the amount or approximate amount of our tender or any other details of our tender, except where such disclosure was necessary to obtain insurance quotations required for the preparation of the tender or to take advice from our legal and financial advisers;
  - (c) caused or induced any person to enter into such an agreement as mentioned in paragraph (a) above or to inform us of the amount or approximate amount of any other tender for the Contract;
  - (d) sought or obtained any confidential information from an employee, exemployee, consultant or member of the Council.
  - (e) directly or indirectly canvassed any member, officer, servant or agent of the Council concerning the acceptance of any quotation or directly or indirectly obtained or attempted to obtain from any member or officer, information concerning any other quote or any quotation submitted by another company.
  - (f) offered or agreed to pay or give any sum of money, inducement 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 this tender or any other tender or proposed tender for the Services any act of the sort described in paragraphs 4(a), (b), (c), (d) or (e)

We also undertake not to do any of the acts mentioned in paragraphs 4(a), (b), (c), (d), (e) or (f) before the last date and time specified for return of tenders for the Contract, including any time and date after return of tenders. In this paragraph, "person" includes companies, firms and unincorporated associations and "agreement" includes any arrangement, whether formal or informal and whether legally binding or not.

- 5. We also certify that we are not a party to any scheme or arrangement under which any other company may be reimbursed any part of his/her tender cost.
- 6. We agree that the Council may, at its sole discretion, contact any referees or third parties quoted in our Proposals and may, if it so wishes, make inspections of completed projects, the details of which will be provided, if required by the Council
- 7. We agree that this Tender shall remain open for acceptance by you and shall not be withdrawn for a period of **90 days** from the last date for return of tenders.
- 8. We acknowledge that you are not bound to accept the lowest or any tender you may receive, and that the Council is not liable and will not pay any expenses incurred by us in connection with the preparation and submission of this tender.
- 9. We acknowledge that the Freedom of Information Act 2000 gives a general right of access to information held by public authorities and that the Council's decision on what information will be released in response to an access request is final. We understand that the Council may apply relevant exemptions in appropriate cases.

Name of Organisation			
Registered Address		Business A	Address (if different)
	Γ		
Company registration number (if applicable)			
Trading status			
Name of Contact			
Phone Number			
Fax			
E-mail Address			
Signed			
Name			
Position			
Date			

### Authorised to sign this Tender for and on behalf of the supplier

Statement of Interest

Any organisation failing to disclose relationships may be disqualified from being invited to tender.

	Yes	Νο
Is any Officer, employee or consultant of your organisation an employee or ex-employee of the Council?		
Is any Officer, employee or consultant of your organisation connected to an employee or ex-employee of the Council?		
Is any Officer, employee or consultant of your organisation an elected member of the Council or someone who has been an elected member in the last 4 years?		
Is any Officer, employee or consultant of your organisation related or otherwise connected with an elected member of the Council?		
Is any Officer, employee or consultant of your organisation involved directly, or indirectly, in providing services to the Council?		
Is any Officer, employee or consultant of your organisation involved in any other organisation/company that may be interested in bidding for the Council's services under this quotation / quotation process?		

If you replied **Yes** to any of the questions above, please use this space to declare any interests identified in all statements.

#### London Living Wage Any organisation failing to pay the London Living Wage may be disqualified from being invited to quote / quotation.

The Council is an accredited London Living Wage Employer and asks its contractors supplying services to the Council to pay their staff the London Living Wage. As contractors are employers in their own right, the council cannot force contractors to pay the London Living Wage but has built into its procurement procedures a requirement to do so in relation to council contracts where possible.

	London Living Wage	Yes	No
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Will you pay the London Living Wage as a minimum to everyone working on the contract?	

#### Insurances

This Section is subject to a pass or fail assessment. An organisation will be expected to already have or can commit to obtain the required insurance cover prior to contract commencement if successful.

An organisation that answers "Yes" will pass. An organisation that answers "No" will fail. Any organisation that fails will be disqualified from being invited to quote / quotation.

Please confirm that your insurance cover will meet the following:

Insurance cover	Yes	No
<ul> <li>Public liability: £5m</li> <li>Employers liability: £5m</li> <li>Professional indemnity: £2m</li> </ul>		
Please attached your insurance certificates.		

I, and herein declare tha	, represent at the above statements are true.
Signed	
Position	
Date	