



**Provision of High Support & Training Accommodation for Young
People age 16-25**

REFERENCE: DN254611

PROCUREMENT PROCEDURE: EU OPEN, Light Touch Regime

**Supplier Response Document
Part G - Undertakings**

- **Form of Tender**
- **Collusion Certificate**
- **Parent Company Guarantee**
- **Confidentiality Undertaking**
- **Declaration of Interest**

Name of Tenderer:	<<Complete full name of tenderer submitting the information>>	
Deadline for submission: (UK date and time)	DATE:	11th May 2017
	TIME:	23:30

Status:	Issued
Version:	V1
Date:	07/4/2017

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Text marked <<BLUE>> must be completed by the Tenderer.

Completed tender documents must be submitted in accordance with the instructions given in the Invitation to Tender.

Form of Tender

Having examined the Invitation to Tender and its accompanying documents (which I/we shall keep) 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 the contract, I/we

<<STATE YOUR NAME>>

of

<<STATE YOUR ADDRESS>>

offer subject to the conditions of the invitation to tender to provide or supply upon the terms and conditions of this contract in its present form the service / the goods / the works for the fixed price or annual sum or for the prices on the quoted schedule of rates as indicated in Supplier Response Document Part H - Price and for the contract period.

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shall remain valid and open for acceptance for a period of 6 months from the date of submission unless specifically withdrawn in writing.

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

1. Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
2. Sign a formal contract document if required;

I/We understand and agree that our tender together with your written acceptance thereof shall constitute the making of a binding contract between us and acknowledge acceptance of the assigned terms and conditions.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Collusion Certificate

By submitting my/our response, I/we

<<STATE YOUR NAME>>

Of

<<STATE YOUR ADDRESS>>

certify that we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the contract and that no person employed by us has done or will do any such act and we will indemnify the Authority against any costs or loss arising from any unlawful canvassing in breach of this undertaking.

Parent Company Guarantee

DEED OF GUARANTEE

THIS AGREEMENT is made the day of200

BETWEEN:

Registered office is situated at
.....
.....

(herein after called "the guarantor") of the one part and
.....

of

(herein after called "BOROUGH AND THE COUNTY OF THE TOWN OF POOLE") of the other part

- WHEREAS
1. This agreement is supplemental to a contact (herein after called "the contract") of even date herewith and made between
.....
.....
(herein after called "the Contractor") of the one part and the Borough of Poole the other part whereby the Contractor has agreed to perform a service for the Council upon the terms and conditions more particularly described therein.
 2. The Contractor is a subsidiary company of the Guarantor.
 3. The Guarantor has agreed to guarantee the due performance of the Contract in the manner herein after appearing.

NOW the Guarantor hereby agrees with the Council as follows:

- a) If the Contractor (unless relieved from the performance by any Condition of the Contract or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to perform the Contract or commit any breach of its obligations thereunder or shall cease to exist then the Guarantor will indemnify the Council against all losses, damages, costs and expenses which may be incurred by it by reason of any default on the part of the Contractor in performing its obligations contained in the Contract.
- b) The Guarantor shall not be discharged or released from this guarantee by any agreement, conduct, admission, breach or repudiation by the Contractor or the Council or any forbearance whatsoever on the part of the Council.

In witness whereof the party hereto have caused their respective common seals to be hereunto affixed/have here unto set their hands and seals the day and year first before written.

THE COMMON SEAL OF

was hereunto fixed in the presence of:

.....
.....

Director

Secretary

SIGNED AS A DEED

by

In the presence of:

or

B *by acting by a director and its secretary*/two directors* whose signatures here subscribed.

..... (name of Director)

..... (signature of Director)

and (name of Director or Company Secretary)

- delete as appropriate

L/Standards/LCM/PARENT COMPANY GUARANTEE

Confidentiality Undertaking

Not used

Declaration of Interest

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection or award decision (as appropriate), and I am signing on behalf of <<STATE NAME OF TENDERER>>.

I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false / misleading information. I have provided a full list of Appendices on page 2 of Supplier Response Document Part F - Quality Statements. These Appendices are used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Authority's requirement.

Tender Submission Document completed by

Name:

<<COMPLETE>>

Role in
organisation:

<<COMPLETE>>

Date:

<<COMPLETE>>

Signature:

<<COMPLETE>>