

FORM OF TENDER

This form must be completed and returned in a correctly marked envelope so as to be received by Derbyshire Fire & Rescue Service Property Department, c/o Assets Department, Derbyshire Constabulary, Butterley Hall, Ripley, Derbyshire DE5 3RS not later than 12 noon Monday 22nd August 2016.

To the Chief Fire Officer and Chief Executive of Derbyshire Fire & Rescue Service for Boiler and Heating System Replacement Works at Glossop Fire Station (Ref: DRFA152)

Having carefully examined and understood the following documents:-

- Invitation to Tender
- Pre-Construction Health & Safety Information Pack
- JCT Minor Works With Contractors Design Preliminaries
- Specifications
- Drawings

We:.....(company name)

Of:.....(company address)

Hereby offer to supply the works in accordance with the documents referred to above for the sum of:

FOR THE SUM OF	£..... excluding VAT
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(in words).....

We agree to supply a fully priced analysis of the tender within 3 days of being required to do so. We agree that any obvious errors in pricing or arithmetic discovered in the priced documents before acceptance of this offer will be dealt with in accordance with the Alternative 1 procedure set out in JCT Practice Note 6 – Main Contract Tendering. We undertake in the event of your acceptance to execute with you a formal contract embodying all the conditions and terms contained in this offer within 14 days of being required to do so by DFRS.

We will keep our bid valid and open for acceptance by DFRS until the expiry of 90 days from the last date for receipt of tenders. We understand you are not bound to accept the lowest or any tender you may receive any you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

We declare that to the best of our knowledge the responses submitted to the Invitation To Tender Document are correct and a true representation. We understand that the information will be used to assess our organizations ability to deliver DFRS's requirements. We understand that DFRS may reject the bid if there is a failure to answer all relevant questions fully of if false or misleading information is provided.

Signed by (block capitals).....

On behalf of (block capitals).....

Signature.....

Position (block capitals).....

Date.....

TENDER CERTIFICATE

This certificate must be completed and returned with the Form Of Tender.

Collusive Tendering

The contractor declares that this is a bona fide tender, intended to be competitive, and that they have not fixed or adjusted the amount of their tender by or in accordance with any agreement or arrangement with any other person. The contractor has not, at any time before the hour and date specified for the return of this tender:-

- a) communicated the amount or approximate amount of the tender to any person except where necessary to obtain premium quotations required for the preparation of the tender.
- b) entered into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender submitted.
- c) offered, paid, given or agreed to offer, pay, give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done causing or having caused to have done in relation to any other tender or proposed tender for the work any act or thing of the sort described above. The contractor accepts that anyone acting on their behalf who behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, DFRS may cancel to contract and recover all costs and losses.

In this certificate the word "person" includes any persons, anybody, any associated corporate body or any unincorporated body. The word "agreement" or "arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Control of Substances Hazardous to Health Regulations 1988 (COSHH)

The Contractor shall ensure that all work under his control complies with the COSHH Regulations 1989. All appropriate personnel must be aware of and properly trained in the application of the Regulations. The Contractor must comply with all procedures laid down in the Regulations and the supporting Codes of Practice. The Contractor will be required to keep on site, for inspection, a COSHH Assessment (under Regulation 6) for all relevant materials and substances proposed for use in the execution of the works. This requirement applies to all materials and substances used by suppliers and sub-contractors. All sub-contractors and/or suppliers must provide the main contractor with a COSHH "Assessment" (under Regulation 6) as above.

The main contractor must provide all necessary training, directions, labour, plant and equipment for the proper use of materials and substances for which an "Assessment" is required. When requested, the main contractor must demonstrate that all necessary working practices and precautions will be taken in the use of relevant products.

Clause Concerning Corruption

If the Contractor shall have offered or have given, or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or fore-bearing to do, or for having done or fore-borne to do, any action in relation to the obtaining or execution of this Contract or any other contract with the Authority, or for showing or fore-bearing to show favour or disfavour to any person in relation thereto, or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Authority the Contractor or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or shall be given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972 the Authority shall be entitled to cancel this Contract and to recover from the Contractor the amount of any loss resulting from such cancellation.

Endorsement

The reward of this Contract shall not entitle the Contractor to endorse its products or services by reference in any way to the Derbyshire Fire Authority nor shall the Contractor exhibit or display for advertisement or otherwise any goods, equipment or vehicles to be supplied under the Contract to the Authority (whether the property in such goods, equipment or vehicles shall have passed to the Authority or not) without the written consent of the Authority.

Insurance and indemnity

The contractor shall indemnify Derbyshire Fire Authority against all claims, actions, losses, damages, costs and expenses, which may be incurred or suffered by the Authority in respect of personal injury to any person or damage to property due to the negligence of the contractor. The contractor shall produce evidence to the satisfaction of the Authority that the contractor is insured against such items.

Information Disclosure

DFRS complies with the Freedom of Information Act 2000 and is committed to the principle of open government. Therefore DFRS will disclose information which it considers necessary to comply with its obligations under the act or, upon request, information which it considers to be in the public interest to disclose.

Signed by (block capitals).....

On behalf of (block capitals).....

Signature.....

Position (block capitals).....

Date.....