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### Appendix 13 to the ITPD: Form of Tender- Joint Telephony V4 11th December 2023

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CONTENTS

1. Tenderer’s Contact Details – to be completed by the Tenderer

2. Acknowledgement and Undertaking – to be completed by the Tenderer

3. Offer – to be completed by the Tenderer

4. Statement of Interest – to be completed by the Tenderer

5. Form of Parent Company Guarantee - for information only; not for completion by the Tenderer’s Parent Company]

6. Form of Bond - for information only; not for completion by the prospective Surety

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| --- |
| The form of tender is in four parts : the Tenderer’s contact details, the acknowledgement and undertaking, the offer and the statement of interest. You must complete and return all four parts.  Each part must be completed and signed by representatives who are authorised to make the tender on your behalf.  If you are submitting an electronic tender, the form of tender can either be by electronic signature or a scanned original signed by hand in ink. Submission of the form of tender with e-signatures shall be construed as having the same legal effect, validity and enforceability as manually executed signatures to the extent and as provided for in any applicable law, including, but not limited to, the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 and section 7 of the Electronic Communications Act 2000. |

PART 1

TENDERER’S CONTACT DETAILS

|  |  |
| --- | --- |
| Name of Tenderer **(as per Companies House registration)**:: | |
|  | |
| Registered office address **(as per Companies House registration)**:: | |
|  | |
|  | |
| Company No: | |
|  | |
| Business address (if different) : | |
|  | |
|  | |
|  | |
| Name of Contact : | |
| Tel. no. : | Fax no. : |
| E-mail address : | |

Please ensure details provided above correspond with information held at Companies House

PART 2

ACKNOWLEDGEMENT AND UNDERTAKING

1. We acknowledge that Ealing Council has invited us to tender for the contract for Out of Hours Call Handling Services (“the Services”) as described in the specification and the terms and conditions both referred to in appendix 12 of the ITPN document pack

2. We acknowledge that we have examined the ITPD document pack and have had the opportunity to ask Ealing Council for clarification and to propose changes before we submit our final offer.

3. We acknowledge that Ealing Council has made clear to us that it will not enter into any negotiations whatsoever on the specification or the terms and conditions of contract after the latest date for submission of final tenders.

4. In consideration of Ealing Council inviting us to tender for this contract, we agree and declare that our final tender will not be qualified by or conditional upon any changes to the specification or the terms and conditions of contract, other than those (if any) which Ealing Council has advised us it is prepared to accept.

5. We undertake that, if our final tender submission is acceptable to Ealing Council, we will not seek to introduce or negotiate any changes either to the specificationor to the terms and conditions of contract nor to delay execution or signature of the contract documents by reason of any such changes.

6. We acknowledge that we have had the opportunity to take legal, commercial and insurance advice from our professional advisers before making this tender.

|  |
| --- |
| Signed : |
| Name IN CAPITALS : |
| Position in company: |
| This signatory is authorised to sign this Acknowledgement and Undertaking for and on behalf of the Tenderer |
| Date : |

PART 3

OFFER FOR THE JOINT TELEPHONY CONTRACT

To: The Council of the London Borough of Ealing, Town Hall, New Broadway, London, W5 2BY.

2. We have examined the ITPD, instructions to tenderers, specification, conditions of contract, and all other invitation to tender documents issued by the Council for the supply of the Services in connection with the above contract during the tender process in respect of the Services.

3. We hereby offer and undertake to provide the Services throughout the duration of the contract in conformity with the specification, our final offer and all appendices, pricing documents and other tender documents submitted herewith.

4. Should our final offer be accepted in principle, we undertake to execute a formal agreement substantially in the form of the, marked up contract terms and conditions attached to our tender submission. Unless and until such an agreement is executed, there is no binding contract between us.

5. We acknowledge and understand that the insertion by us of any substantial conditions qualifying our final offer or any unauthorised alteration to any of the final offer may result in our final offer being rejected.

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| --- |
| 6. We understand and accept the Council’s requirement for genuine competition in tender procedures, in order to achieve best value. In consideration of your inviting us to tender, we undertake not to do any of the acts (a) to (f) mentioned below. We understand that you will reject our tender if you have reason to believe we have done any of those acts, or have otherwise jeopardised the genuine competition of the tender procedure and that you may report us to the Office of Fair Trading or the Metropolitan Police or both. We understand that you may take steps, including proceedings through the courts, to recover from us any costs or losses incurred by the Council as a result of our anti-competitive behaviour.  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 tenders being made or as to the amount of any tender or the conditions upon which any tender 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, ex-employee, 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 tender or directly or indirectly obtained or attempted to obtain from any member or officer, information concerning any other tenderer or any tender submitted by another tenderer;  (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 latest date and time specified for return of tenders for the contract. 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.  We also certify that we are not a party to any scheme or arrangement under which any other tenderer may be reimbursed any part of his/her tender cost. |

7. We agree that the Council may, at its sole discretion, contact any third parties quoted in our tender proposals and may, if it so wishes, make inspections of completed projects, the details of which will be provided, if required by the Council

8. If our tender is accepted, we will, if and when required by the Council, forthwith procure the execution and delivery to the Council of a guarantee by our parent company in the form annexed.

9. If our tender is accepted, we will, if and when required by the Council, forthwith procure the execution and delivery to the Council of a bond by a bank or insurance company acceptable to the Council, in a sum equal to 10% of the contract price/the sum of £[…………………….] for the due performance of the terms and conditions of the contract. The bond shall be in the form annexed. The price for the bond shall be £…………………….. in addition to the price set out in our final offer

10. We agree that this tender shall remain open for acceptance by you and shall not be withdrawn for a period of 120 days from the latest date for return of tenders.

11. We acknowledge that you are not bound to accept the lowest or any tender you may receive, and that you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

10. 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.

11. We agree that any execution of this tender by electronic means shall have the same legal effect, validity and enforceability as manually executed signatures. We confirm that the e-signatories signing this tender are authorised to make this Offer for and on our behalf.

|  |
| --- |
| 1. Signed : |
| Name IN CAPITALS : |
| Position in company : |
| This signatory is authorised to make this Offer for and on behalf of the Tenderer |
|  |
| 2. Signed : |
| Name IN CAPITALS : |
| Position in company : |
| This signatory is authorised to make this Offer for and on behalf of the Tenderer |
|  |
| Date of Offer : |

PART 4

STATEMENT OF INTEREST

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

I / we confirm that no officer, employee or consultant of our organisation is an employee or ex-employee of the Council.

I / we confirm that no officer, employee or consultant of our organisation is connected to an employee or ex-employee of the Council.

I / we confirm that no officer, employee or consultant of our organisation is an elected member of the Council or someone who has been an elected member in the last 4 years.

I / we confirm that no officer, employee or consultant of our organisation is related to or otherwise connected with an elected member of the Council

I / we confirm that no officer, employee or consultant of our organisation is involved directly, or indirectly, in providing services to the Council

I / we confirm that no officer, employee or consultant of our organisation, is involved in any other organisation/company that may be interested in bidding for the Council’s services under this quotation / tender procedure

Please use this space to declare any interests that are in conflict with the above statements:

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|  |
| --- |
| Signed : |
| Print Name : |
| Company Name : |
| Date : |