



## **TERMS AND CONDITIONS OF BID**

### **UNCONDITIONAL AND IRREVOCABLE OFFER TO EAST SUFFOLK COUNCIL OR ITS PARTNER (AS DETAILED IN THE TENDER DOCUMENTS)**

- Having examined the Invitation to Tender Documents for the performance of the above Contract, we offer to carry out the Supply in conformity with the Contract for the sum specified in section B of the Tender Documents, or such other sums as may be ascertained in accordance with the Contract.
- The sum given is subject to re-measurement and exclusive of VAT, but inclusive of disbursements and all other expenses.
- Unless and until a formal agreement is prepared and executed, the Tender, together with the Councils' written acceptance thereof, shall constitute a binding Contract between us.
- We agree that this Tender constitutes an irrevocable, unconditional offer which will not be withdrawn. We understand that you are not bound to accept the lowest or any Tender you may receive, that you may award the contract for parts only of the Tender, that you give no guarantee as to the amount of services to be instructed under the contract, and that you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender (including the costs of pre-award presentation, if any).
- All information included within this Tender submission is correct, up to date and will be in place for the duration of the Contract, if awarded.
- We confirm that this Tender will remain valid for a period of 90 days from the latest date for return of Tender, after which time it will be subject to confirmation.

## **COLLUSIVE QUOTING AND CANVASSING**

We certify that this is a bona fide bid, intended to be competitive and have not fixed or adjusted the amount of the bid or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

We also certify that we have not, and will not, do any of the following acts:-

- Communicate to a person, firm or organisation other than the Council the amount or approximate amount of our proposed bid (other than in confidence in order to obtain quotations necessary in the preparation of the bid);
- Enter into any agreement or arrangement with any other person that he refrains from bidding or as to the amount or any bid to be submitted;
- Offer or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done in relation to any other bid or proposed bid for the Supply any act or omission.
- We have not (and will not in any future interaction) canvas or solicit any elected member, officer or employee of East Suffolk Council or its partner (as named in the tender documents) outside of the approved clarification routes set in the tender documents, in connection with our proposed bid or the award of any contract for the supply of Goods, Works or Services and that no person employed by us or acting on our behalf has done (or will do) any such act.

## **ACCEPTANCE OF SCOPE OF THE SERVICES/SPECIFICATION OF REQUIREMENT**

We confirm that we have fully read and understood the scope of the services and specification of requirements in the relevant tender documents, and hereby agreed to abide by its contents.

## **ACCEPTANCE OF AUTHORISED CLARIFICATION ISSUED DURING THE BID SUBMISSION PERIOD**

We confirm that all communications/clarifications issued by the Council during the bid submission period have been taken into account when preparing our Bid Response.

## **FOUNDATIONS FOR DISQUALIFICATION**

In accordance with Regulation 57 of the Public Contracts Regulations 2015, Applicants/organisations may be excluded from taking part in this procurement process where that Applicant/organisation:

1. Is in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings;
2. Has been convicted of a criminal offence related to business or professional conduct;
3. Has committed an act of grave misconduct in the course of business or profession;
4. Has not fulfilled obligations relating to payment of social security contributions;
5. Has not fulfilled obligations relating to payment of taxes;
6. Is guilty of serious misrepresentation in supplying information required by the contracting authority under the Public Contracts Regulations 2015;
7. Is not in possession of a licence or is not a member of the appropriate organisation where the law of the relevant State in which the organisation is established requires it; or
8. Is not registered on the professional or trade register or permitted alternative register of the relevant State in which the organisation is established.

In addition, in accordance with Regulation 57(1) of the Public Contracts Regulations 2015, Applicants/organisations will be excluded from further participation in this procurement process if that Applicant/organisation or its directors or any other person who has powers of representation, decision or control of the organization has been convicted of any of the following offences:

- a) Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/JHA;
- b) Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;

- c) The offence of bribery, where the offence relates to active corruption;
- d) Bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
- e) An offence under sections 2 or 4 of the Modern Slavery Act 2015.
- f) Fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:
  - i.) The offence of cheating the Revenue;
  - ii.) The offence of conspiracy to defraud;
  - iii.) Fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
  - iv.) Fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;
  - v.) Fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
  - vi.) An offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
  - vii.) Destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
  - viii.) Fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
  - ix.) Making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
  - x.) Money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
  - xi.) An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988;
  - xii.) An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
  - xiii.) Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

**We confirm that we have read the above conditions and circumstances and further confirm that none applies to this organisation, its directors or any other person who has powers of representation, decision or control of the organisation.**