

# WEOBLEY PARISH COUNCIL

## Form of Tender

To: Clerk to the Council  
Weobley Parish Council  
2 Church Road  
Knighton  
Powys  
LD7 1EB

Having examined the contents of the tender document, terms and conditions of Memorandum of Agreement, service level issues, and product specifications, we offer to carry out the work in conformity with the said conditions for the maximum fixed prices detailed in the attached schedules.

We undertake to carry out the works specified within the period stated in the enquiry letter.

Our tender offer shall be binding between us for a period of ninety (90) days from the closing date for receipt of tenders.

Unless and until a formal agreement is prepared and executed this Tender and a written acceptance thereof shall constitute a binding contract between us.

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

We further undertake, if our Tender is accepted, to comply with all the General Conditions of Contract and Specifications for the service comprising the contract.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

in the capacity of : \_\_\_\_\_

duly authorised to sign tenders for and on behalf of:

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation/Profession \_\_\_\_\_

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## Certificate of Bona Fide Tender

The essence of selective tendering is that the client shall receive bona fide competitive tenders, from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive and that we have not fixed or adjusted the amount of tender by or under or in accordance with any agreement with any other person.

We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following:

- (a) Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations for the preparation of the tender;
- (b) Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) Offer to pay or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other tender or proposed tender for the said supply / service any act or thing of the sort described above.

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

We acknowledge that the Authorised Officer will be entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if we or our representatives (whether with our without our knowledge) shall have practiced collusion in tendering for this contract or any other contract with the Authority or shall employ any corrupt or illegal practices either in the obtaining or execution of this contract or any other contract with the Authority:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation/Profession: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

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## Freedom of Information Act 2000 (FOI) Exemption Form

### GUIDANCE

The Authority encourages its Contractors to take their own legal advice about the FoI Act. The Authority shall not be held liable for any actions claims or costs howsoever arising.

The Authority considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

- Trade secrets; or
- Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
- Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
- Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

**NB: Contractors should note that claiming blanket confidentiality of tender documentation, breaches current Government guidelines provided to the Authority and will not be accepted, therefore rendering the entire tender documentation disclosable under the FoI Act.**

### PROCEDURE

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or “commercially sensitive”.

### CONFIDENTIAL INFORMATION:


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## COMMERCIALLY SENSITIVE INFORMATION:

2. The Authority is obliged to consider whether something, which its Contractor claims is confidential, is truly confidential. In those instances where the Authority does not agree with the exemption claimed, it will always consult with the Contractor before disclosing the information.

Where the Authority decides to release such information, it will only do so in the following circumstances:

- Where the Contractor consents; or
- Where the information or information of a similar type is generally available to the public (eg where a Minister would give such information in answer to a Parliamentary Question);or
- Where the Contractor has been advised, at the time that the information is received, that the information will be released; or
- Where the Authority believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Contractor will be sought in advance of a decision being made. Where the Contractor refuses to agree to disclosure of the information, the Contractor is able to refer the matter to the Information Commissioner at the Contractor's expense.

Signed:

Position:

Print Name:

Date: