

Form of Tender

LONDON BOROUGH OF LAMBETH

Unconditional and Irrevocable offer to the Council

CONTRACT FOR: SW2 Enterprise Centre

Company's Full Name:Muse Developments Limited

Company's Full Address:.....2 Cavendish Square, London W1G 0PU.....

.....

1.0 FORM OF TENDER

1.1 To the Mayor and Burgesses of the London Borough of Lambeth ("the Council"):

I/We the undersigned, hereby offer to undertake on the acceptance of this Tender to perform, execute or otherwise carry out (enter the title of the Services here) to the Council in accordance with the Tender documentation.

I/We the undersigned, having examined the Tender Documents hereby undertake to perform the Services required for the following Price, exclusive of VAT: Prices and rates quoted shall be deemed to include the cost of inter alia, all vehicles, expenses, materials, equipment including computer systems, overheads, labour, travel expenses, waiting, personal attendance including evening meetings, data processing, statistical information, reports, accounts, and the Contractors general obligations under the Conditions of Contract and the Schedules and other items of work to complete the Services to all statutory requirements, professional codes of practice, the Contractor's policies and codes, the reasonable satisfaction of the Authorised Officer, to the Contract Standard, together with all liabilities whether express or implied incurred or incumbent upon the Contractor pursuant to the Contract.

2.0 TOTAL PRICE: £42,331,486 (cell P72 from Muse Model Output Template #1)

2.1 As stated in variant bid in accordance with paragraph 6.10.

3.0 CONTRACTORS PROPOSALS

3.1 I/We hereby submit my/our Contractors Proposals and offer deliverables as required by the Conditions of Contract of the Instructions for Tenderers.

☒ YES ☐ NO

4.0 DECLARATION

4.1 I/We understand that my/our Tender is for the Prices and rates as set out in paragraph 2.1 and undertake that if this Tender is accepted I/we will not, save as expressly provided in the Conditions of Contract, be entitled to and will not withdraw the above offer and undertaking and will subject to and according to the documents carry out the Services.

4.2 I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents shall not amend these Documents and may cause the Tender to be rejected.

4.3 I/We agree that this Tender shall remain open for acceptance by the Council and shall not be withdrawn for four calendar months from the last date specified for the receipt of this Tender. I/We undertake and agree that if this Tender is accepted by the Council, the said Tender shall from the date of such acceptance form a binding Contract between us. Nevertheless I/We further undertake to execute a formal agreement under seal for the proper and complete fulfilment of the Contract.

4.5 I/We confirm that I/we have fully read and understood the Contract Terms and Conditions enclosed in the Tender pack of documents. If there are Terms and Conditions that I/we object to, I/we agree to raise these issues with the named officer responsible for this Contract, before signing this Form of Tender.

4.6 I/We hereby acknowledge that I/we shall be disqualified and my/our Tender may accordingly be rejected by the Council at its sole option if I/we:

- a) Fix or adjust the prices already shown in my/our Form of Tender by or according to any agreement or arrangement with any other person, group or Tenderer;
- b) Communicate to any person other than the Council the amount or approximate amount of the prices shown in my/our Form of Tender, except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the Form of Tender, or for the purposes of insurance referred to in these Tender Documents;
- c) Enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a Form Of Tender or shall limit or restrict the Prices to be shown by any other Tenderer in its Form of Tender;
- d) Offer or agree to pay or give or do pay or give any sum of money , inducement or consideration whether directly or indirectly to any individual or group for doing or having done or having caused to be done or refraining from doing anything in relation to any other Tenderers or any other person's proposed Form of Tender;
- e) Shall have offered, given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Council, or if the like acts shall have been done by any person employed by me/us or acting on my/our behalf, whether with or without my/our knowledge;
- f) In relation to any Contract with the Council, I/we or any person employed by me/us or acting for me/us shall have committed an offence under the Bribery Act 2010 and the Prevention of Corruption Act 1972, or shall have given any fee or reward, the receipt of which is an offence under section 117 of the Local Government Act 1972 and all subsequent amendments. Details on the Bribery Act 2010 can be found [here](#). Such non acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which conduct by me/us may attract.

Annex 6: Form of Tender

- 4.7

I/We declare that I am/we are not party to any scheme, agreement or arrangement by which any Tenderer for the said Services has been or may be reimbursed by any other Tenderer in respect of whole or any part of their Tendering costs.
- 4.8

I/We acknowledge that the Council may in its absolute discretion refrain from considering any tender if the Tenderer does not tender for the provision of the entire Services contained in the Specification.
- 4.9

I/We acknowledge that the Council is not contractually bound to consider this Tender and that the issuing of any Tender Documents to me/us did not amount to any form of offer for any purpose.
- 4.10

I/We accept that the Council are not bound to accept any tender at all.
- 4.11

I/We confirm that this is a bona fide Tender.
- 4.12

I/We hereby warrant and represent to undertake with the Council that:

a. I/We have complied in all respects with and understand all parts of the Invitation to Submit Final Tender;

b. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by me/us or my/our employees concerning this Tender are true, complete and accurate in all respects;

c. I/We have not submitted a Tender or entered into the Contract in reliance upon any representation or statement that may have been made by the Council;

d. I/We have full power and authority to enter into the Contract and carry out the service.

5.0 GENERAL

- 5.1

This Form of Tender is to be read subject to the agreed form of Development Agreement and the Final Tender Submission.
- 5.2

This Tender is subject to Muse Developments Limited board approval thereof.

6.0 SIGNED FOR THE TENDERER

Signature: [Redacted]

Print: [Redacted]

Position:Regional Development Director.....
Dated this 12..... day of September..... (Enter year) 2013.....

Full Name of Person or Company:Muse Developments Limited.....

Company's Full Address:.....2 Cavendish Square, London W1G 0PU.....
.....

Telephone Number: [Redacted]

Mobile Number: [Redacted]

Email Address: [Redacted]@musedevelopments.com.....

State whether the firm is a sole proprietor:

☐ YES ☒ NO

In case of partnership, enter the full name and address of each partner:

Full Name of Person or Company:
Company's Full Address:.....
.....
Full Name of Person or Company:
Company's Full Address:.....
.....