

**The London Borough of Hounslow**

**Invitation to Tender**

**For**

**Garage Sites within Chiswick Riverside,  
Syon and Turnham Green Wards**

## **Contents**

1. Important notices
  - 1.1 Confidentiality
  - 1.2 Accuracy of information and liability of the Council and its advisers
  - 1.3 Canvassing
  - 1.4 Non-collusion
  - 1.5 Copyright
  - 1.6 Publicity
  - 1.7 The Council's right to reject bids
  - 1.8 Time
  - 1.9 Bid costs and loss of profits
  - 1.10 Freedom of Information
2. Purpose of the Invitation to Tender
  - 2.1 Purpose
  - 2.2 Contact information
3. Background and information relating to the Sites
  - 3.1 Background and overview
  - 3.2 Batch 7
  - 3.3 Special Conditions
  - 3.4 Legal Agreements
  - 3.5 Consents
4. General matters and bid timetable
  - 4.1 Enquiries and communication
  - 4.2 Amendments to the ITT
  - 4.3 Procedure for the submission of bids
  - 4.4 Preferred Bidder meetings
  - 4.5 Procurement timetable
5. Bid submission requirements
  - 5.1 Introduction
  - 5.2 Bid submission requirements – general
  - 5.3 Bid submission requirements – Batch 7
  - 5.4 Scoring of Supporting Statements
6. Evaluation of bids
  - 6.1 Introduction
  - 6.2 Evaluation for compliance
  - 6.3 Evaluation criteria – Batch 7
- Appendix 1 Title Reports

Appendix 2	Draft Legal Agreements
Appendix 3	Form of Tender
Appendix 4	Anti-Collusion Certificate
Appendix 5	Non-Canvassing Certificate

## 1. Important notices

This Invitation to Tender (“ITT”) is being issued by the London Borough of Hounslow (the “Council”) to the Registered Providers on the Council’s Select List 2018 (the “Bidders”). It is being made available on the condition that it is to be used in connection with bidding for the Council owned garage sites that are the subject of this ITT (the “Sites”) and no other purpose whatsoever.

### 1.1 Confidentiality

Subject to the exceptions referred to below, the information in this ITT is made available by the Council on condition that Bidders shall:

- 1.1.1. at all times treat such information as confidential;
- 1.1.2. not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen; and
- 1.1.3. not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid for the Sites.

Notwithstanding the conditions referred to in paragraphs 1.1.1 to 1.1.3 above, Bidders may disclose, distribute or pass information to another person if:

- 1.1.4. done for the sole purpose of enabling a bid to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this ITT; or
- 1.1.5. the Council gives its prior written consent in relation to such disclosure, distribution or passing of information.

The Council may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. The Council also reserves the right to disseminate information that is materially relevant to the Sites to all Bidders, even if the information has only been requested by one Bidder, (in accordance with Section 4 and subject to the duty to protect any Bidder's commercial confidence in its bid). The Council will act reasonably as regards the protection of commercially sensitive information relating to the Bidder.

### 1.2 Accuracy of information and liability of the Council and its advisers

The information contained in this ITT has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified. The Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Bidder or its professional advisers and any liability therefore is hereby expressly disclaimed.

Bidders should note that the Title Reports in relation to each Site (contained at Appendix 1 of this ITT) are indicative and based entirely on Land Registry records. They are provided to Bidders on a non-reliance basis. It will be the responsibility of the successful bidder to make conveyancing searches and satisfy itself as to the relevant titles before entering to the Development Agreement for Lease.

Nothing in this ITT is, or should be relied upon as a promise or representation as to the future and the Council does not undertake to provide Bidders with access to any additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent. The Council reserves the right, without prior notice, to change the procedures outlined in this ITT or to terminate discussions and the delivery of information at any time before entering into any agreements for the disposal of Sites, or any other agreements with Bidders.

### 1.3 Canvassing

Any Bidder who, in connection with its bid for the Sites:

1.3.1. offers an inducement, fee or award to any representative of the Council or any person acting as an adviser to the Council in connection with the selection of a Bidder for the Sites; or

1.3.2. does anything which would constitute a breach of the Bribery Act 2010,

will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the bid process for the Sites. Bidders are required to return with their bid the Non-Canvassing Certificate set out in Appendix 5.

### 1.4 Non-collusion

Any Bidder who, in connection with the bid process for the Sites:

1.4.1 fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other Bidder;

1.4.2 enters into any agreement or arrangement with any other Bidder to refrain from making a bid or to alter, in any way the content of any bid to be submitted;

1.4.3 causes or induces any person to enter into any such agreement as referred to in paragraph 1.4.1 or 1.4.2 above or to inform any other Bidder of the content of any other bid for the Sites;

1.4.4 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other bid or proposed bid for the Sites; or

1.4.5 communicates to any person (outside its consortium, its professional and financial advisers other than the Council or any person duly appointed by the Council) the content of its proposed bid,

will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the bid process for the Sites. Bidders are required to return with their bid the Anti-Collusion Certificate set out in Appendix 4.

### 1.5 Copyright

The copyright in this ITT is vested in the Council and may not be reproduced, copied or stored in any medium without the prior written consent of the Council. This ITT and

any document issued to Bidders supplemental to it shall remain the property of the Council and shall be returned upon demand.

#### 1.6 Publicity

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the bidding process, any publicity activity with any section of the media in relation to the Sites other than with the prior written consent of the Council (in relation to the form and content of the proposed publicity).

#### 1.7 The Council's right to reject bids

Notwithstanding anything else stated in this ITT, the issue of this ITT in no way commits the Council to enter into any legally binding agreement whatsoever. The Council is not bound to accept any bid and reserves the right to accept any bid either in whole or in part.

The Council reserves the right to reject any or all of the responses received and discontinue the bidding process and/or reject any incomplete or incorrectly completed responses.

Bids will be checked initially for compliance with the requirements of this ITT and for completeness. Clarification may be sought from Bidders in order to determine if a bid is complete and compliant. Bids that are not substantially complete and/or compliant will the requirements of this ITT may be rejected.

#### 1.8 Time

The Council reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

#### 1.9 Bid costs and loss of profits

Bidders shall bear their own costs and in no circumstances whatsoever shall the Council become liable for any bidding costs, nor shall the Council be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by a Bidder as a result of that Bidder not being successful in its bid for one or more Sites pursuant to this bidding process.

#### 1.10 Freedom of Information

The Bidders acknowledge that the Council is subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**"), subordinate legislation made under FOIA and any guidance and/or codes of practice issued (from time to time) in relation to FOIA.

Where a Bidder considers that any of the information included in its bid is commercially sensitive, the Bidder should identify this and explain in broad terms what harm might result from disclosure of the information in response to a relevant information request received by the Council, as well as the time period applicable to such commercial sensitivity. Alternatively, where a Bidder considers that any other exemption applies to information submitted, this should be identified and explained.

Bidders should however be aware that, although the Council will take into account the reasons given for treating information as commercially sensitive or otherwise exempt,

the Council may nevertheless be required to disclose it under FOIA where such disclosure is considered to be in the public interest. The Council shall be responsible for determining, in its sole discretion, whether any exemption under FOIA applies.

Once, and if, the Council enters into any agreement with a Bidder pursuant to this bidding process, the Council may release details of that agreement into the public domain, subject to any confidentiality provisions contained therein. Bidders should be aware of this possibility.

## **2. Purpose of the Invitation to Tender**

### **2.1 Purpose**

This ITT provides the details of the bidding process being conducted by the Council to select a Bidder(s) for the Sites.

### **2.2 Contact information**

The Council will be using the London Tenders Portal/Pro Contract for RP's to upload their submission. RP's must complete the necessary sections and upload before the deadline as shown in the time line table. RP's will be invited to the associated project by the authority.

Any late submissions may be rejected. Queries may be asked via the Portal and responses provided will be again by the Portal. There will be a specific period for queries to be raised and responded to (please see timeline).



### 3. Background and information relating to the Sites

#### 3.1 Background and overview

The Council is seeking tenders from the Registered Providers on its Select List 2018 (the “**Bidders**”) to purchase the freehold or leasehold interest in relation to several garage Sites within the Bedfont, Hanworth and Feltham wards.

The Sites are being tendered as a single batch, as further detailed below. Bidders may not bid for individual Sites within the Batch.

#### 3.2 Batch 7

Batch 7 consists of 5 Sites located across Syson, Chiswick Riverside and Turnham Green Wards

Each Site is sold with a Long Lease of 250 years.

Title Reports in relation to each Site are contained in Part 1 of Appendix 1. These are provided to Bidders on a non-reliance basis. The Title Reports are provided as an initial guide only and are not to be relied upon. It is for the successful Bidder to carry out such conveyancing searches as it requires and satisfy itself as to the legal status of the Sites (including the rights and covenants benefitting and burdening them) and their suitability for the Bidder’s proposed development.

Below is the list of sites held within Batch 7

Site Location
1. Site A, Garages adjacent to 1- 6 Beaconsfield Close, Chiswick, W4
2. Site B, Garages adjacent to 25-36 Beaconsfield Close, Chiswick, W4

#### 3.3 Special Conditions

The following stipulations/covenants will be attached to the disposal of each Batch of Sites:

- 3.3.1 The development of the Batch shall consist of 100% Affordable Housing as defined by the NPPF Annex 2. This includes Social Rented Units, London Affordable Rented Units and Intermediate Unit types;
- 3.3.2 The Council shall retain 100% of the Nominations to the rented units in perpetuity;
- 3.3.3 The Council expects the Affordable Housing Units to be delivered free of Re-Cycled Grant Funding (RCGF);
- 3.3.4 The successful bidder shall use its best endeavors to obtain a satisfactory planning consent for its proposed scheme within 12 months of exchange of the Agreement for Lease;

- 3.3.5 The successful bidder shall commence the construction of their proposed scheme within 1 year from exchange of the Agreement for Lease (or grant of a satisfactory planning permission if later) and proceed diligently with the construction with a view to its completion within three years from the start of development. Failure to meet these timescales will result in the Agreement for Lease terminating save to the extent that such delay is the result of the Council's own default. The Council will act reasonably in considering any requests for a time-extension for any force-majeure event;
- 3.3.6 Should the Agreement for Lease be terminated the Bidder shall not be entitled to any compensation for any loss.
- 3.3.7 In the event that a lease has already been granted for any specific site but the bidder does not then proceed diligently with the development for that site the Council (after having given due warning) shall have the right to require the bidder to assign that lease either to itself or to a third party nominated by the Council (acting reasonably) on such reasonable terms as the Council may impose.
- 3.3.8 Accessible units should meet M4(3) (b) and meet Habinteg Wheelchair Housing Design Guide 3<sup>rd</sup> Edition

### 3.5 Legal Agreements

The Council and the successful bidder shall each use their reasonable endeavors to enter into a Development Agreement for Lease (substantially in accordance with the draft Heads of Terms in Appendix 2) within three months from acceptance of the successful bid. Pending exchange of the Development Agreement for Lease all dealings between the parties are expressed to be 'subject to contract'. The Council will not agree to any substantive amendment to the indicative terms of the draft Appendix 2 documentation unless such proposed amendment was expressed to form part of the successful bid. If it appears to the Council (acting reasonably and not as a result of its own default) that the Development Agreement will not be exchanged within the said three months (or such longer period as the Council may reasonably allow) the Council shall be entitled to withdraw from this transaction and engage with another party.

### 3.6 Consents

The Council considers that it is entitled to rely upon the General Consent issued by MHCLG pursuant to Section 32 of the Housing Act 1985 to justify the disposals of the Sites. This is on the basis that:

- (a) all the Sites to be disposed of are held within the Council's Housing Revenue Account;
- (b) none of the Sites include dwellings that are presently habitable;
- (c) none of the entities that the Sites are likely to be disposed of, are to entities that the Council owns an interest in; and
- (d) the Council will not be providing financial assistance (as defined in Section 24 of the Local Government Act 1988) to the purchasers of the Sites.



#### **4. General matters and bid timetable**

##### **4.1 Enquiries and communication**

Bidders may submit questions and requests for clarification or further information. Bidders should note the following procedure for obtaining further information or clarification:

- 4.1.1 Bidders shall address their questions and requests for clarification or further information to the contact points set out in section 2.2 above.
- 4.1.2 On receipt of a request for clarification or further information, the Council may, at its sole discretion, endeavor to respond to the Bidder and provide such Bidder with any additional information to which the Council has access, but the Council shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information (and absence of a response from the Council shall not entitle a Bidder to make any particular assumptions about the matters sought to be clarified;
- 4.1.3 Except as stated below, all questions and requests for clarification or further information and the corresponding responses, will be circulated by the Council to all Bidders;
- 4.1.4 When submitting a question or request for clarification or further information, Bidders should indicate whether or not they believe the question or request for clarification or further information is commercially confidential to them and should not therefore be shared with other Bidders. Any such question or request for clarification or further information should be marked '*Confidential – not to be circulated to other Bidders*'.
- 4.1.5 If the Council considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter request that either the query be withdrawn or treated as not confidential.
- 4.1.6 All questions or requests for clarification or further information must be submitted by **5pm on 3<sup>rd</sup> Jan 2020** at the latest. Requests / questions received will be directed to the most appropriate the Council respondent, with responses sent thereafter. Queries received after this date will not be responded to by the Council.

##### **4.2 Amendments to the ITT**

The Council reserves the right to issue amendments or modifications to this ITT during the tender period. These will be issued to all Bidders simultaneously and bids will be assumed to take account of any such modifications and amendments.

##### **4.3 Procedure for the submission of bids**

The Council will be using the London Tenders Portal/Pro Contract for RP's to upload their submission. RP's must complete the necessary sections and upload before the deadline as shown in the time line table. RP's will be invited to the associated project by the authority.

Queries may be asked via the Portal and responses provided will be again by the Portal. There will be a specific period for queries to be raised and responded to (please see timeline).

Bidders must submit a full copy of their completed submission by no later than:

**5pm on 13<sup>th</sup> Jan 2019**

Late submissions will not be accepted.

**4.4 Preferred Bidder meetings**

The successful Bidder(s) will be invited to attend a meeting with the Council to discuss next steps.

**4.5 Tender timetable**

The timetable for this tender process is as set out below:

<b>Matter</b>	<b>Date</b>
ITT issued to Bidders	3 <sup>rd</sup> January 2020
Deadline for requests for clarification. Responses to clarification requests will be returned to Bidders as soon as possible thereafter.	5pm on 13 <sup>th</sup> January 2020
Deadline for submission of bids	5pm on 14 <sup>th</sup> February 2020
Completion of evaluation of bids by the Council and notification of the Bidder(s) that have been successful	28 <sup>th</sup> February 2020

The Council reserves the right to amend the above timetable.

## 5. Bid submission requirements

### 5.1 Introduction

This section provides Bidders with details of the form and content of bids that are invited and sets out the procedural requirements with which Bidders must comply when submitting bids in order for their bids to be considered by the Council.

If a Bidder does not comply with the requirements contained in this Section 5, the Council may (in its sole discretion) disqualify the Bidder from the bid process.

The bid should be appropriately cross-referenced to this ITT. Bids should be as clear and concise as possible, in order to enable the Council to evaluate bids in accordance with this ITT. All bids shall be submitted in English.

The bid submission must be submitted in Arial font 10. The designated limits on length of responses must be strictly adhered to. Any question response exceeding the designated limit will be disregarded beyond that limit. **Please do not include or upload any standard marketing or promotional material within your answer as this will be disregarded.**

### 5.2 Bid submission requirements - general

All bids must consist of the following items/documents:

- 5.2.1 A copy of the Form of Tender at Appendix 3 signed by the authorized signatory submitting the bid on behalf of the Bidder;
- 5.2.2 A completed Anti-Collusion Certificate in the form set out at Appendix 4, signed by the authorized signatory submitting the bid on behalf of the Bidder; and
- 5.2.3 A completed Non-Canvassing Certificate in the form set out at Appendix 5, signed by the authorized signatory submitting the bid on behalf of the Bidder;

### 5.3 Bid submission requirements – Batch 7

Bids for Batch 8 must consist of the following:

- 5.3.1 Confirmation that the Bidder acknowledges and accepts the Special Conditions that will apply to the disposal of this Batch of Sites, as set out in section 3.4 above;
- 5.3.2 Confirmation that the Bidder accepts the terms of the draft legal agreements that the Council proposes to enter into with the successful Bidder for this Batch, as contained in Appendix 2 (subject to non-material / clarificatory amendments or any proposed amendment to any document which the Bidder has put forward as part of its bid);
- 5.3.3 Bidders must provide a Supporting Statement which sets out the additional value the Bidder will bring to the development of this Batch. The Supporting Statement must address the following areas:
  - (1) Please set out how your offer for this Batch will provide value for money for the Council. This could include, but is not limited to, a capital receipt to the Council for each of the Sites;

- (2) Please provide your proposals for maximizing the levels of London Affordable Rented units on the Sites within this Batch;
- (3) Please provide your realistic outline delivery programme for the development of the Sites, including obtaining planning consent, transfer of land and start on site/completion;
- (4) Please set out your current housing management and maintenance capacity in the areas that the Sites within this Batch are situated;
- (5) Please explain how you will ensure that local supply chains are utilised in carrying out the development of the Sites within this Batch;
- (6) Please explain how in carrying out the developments you will provide added value to the surrounding community. This could include, but is not limited to, creation of apprenticeships, improvements or contribution towards local amenity areas, improvements to local estate lighting, roads, paths and other hard landscape areas and creation / enhancement of recreation and sport opportunities within the area.

*The Bidder's response to the above questions must not exceed [1,000] words in total.*

- 5.3.4 A statement of any conditions (or proposed amendments to legal documentation) that the Bidder wishes to attach to its bid for this Batch (such conditions must not be inconsistent or conflict with the Special Conditions and must make clear the Bidder's reasons for insisting on those conditions or suggested amendments);

#### 5.4 Scoring of Supporting Statements

The evaluation team will score the Bidder's response to each element of the Supporting Statement on a scale of 0 to 5 by reference to the following scoring guide:

Score	Description
5	Exceptional. The response fully meets, and in some or all respects exceeds, expectations.
4	Good. The response fully meets expectations.
3	Satisfactory. The response is acceptable but with some minor reservations.
2	Poor. The response is deficient in a number of areas where the details of the response require the reviewer to make assumptions.
1	Very Poor. The response is deficient in a large number of areas, giving rise to significant reservations
0	Rejected. The response is unacceptable or non-existent, or there is a failure to properly address any issue.

Each element will be scored by the members of the evaluation team on a consensus basis.

The score the Bidder achieves for each element will then be converted to give their percentage mark for that element. The maximum percentage weighting that the Council has given to each element of the Supporting Statement is set out in the tables in sections 6.3 and 6.4 of this ITT. For example, if a Bidder were to get a score of 3 out of 5 for an element which has a percentage weighting of 10% its percentage mark for that question would be 6% (ie  $3/5 \times 10 = 6$ ).

## **6. Evaluation of bids**

### **6.1 Introduction**

The purpose of this section is to provide information to Bidders on the evaluation process for bid submissions and the criteria that will ultimately be used to select the winning Bidder for each Batch.

### **6.2 Evaluation for compliance**

Bids will be checked initially for compliance with this ITT and for completeness. Bids that are not substantially complete and/or compliant with this ITT may be rejected. During the evaluation period, the Council reserves the right to call for further information from the Bidders to assist it in its consideration of their bids.

### **6.3 Evaluation criteria – Batch 7**

The bid submissions for Batch 7 will be evaluated against the criteria set out below to identify a preferred Bidder for the Batch:

<b>Criteria</b>	<b>Weighting</b>
Confirmation that the Bidder acknowledges and accepts the Special Conditions that will apply to the disposal of this Batch of Sites, as set out in section 3.3 above	Pass / Fail
Confirmation that the Bidder accepts the terms of the draft Heads of Terms that the Council proposes to enter into with the successful Bidder for this Batch, as contained in Appendix 2 (subject to non-material / clarificatory amendments or any proposed amendment to any document which the Bidder has put forward as part of its bid)	Pass / Fail
<p>Assessment of Bidder's Supporting Statement for this Batch against the following criteria:</p> <p>(1) How the Bidder's offer for this Batch will provide value for money for the Council. This could include, but is not limited to, a capital receipt to the Council for each of the Sites;</p> <p>(2) The Bidder's proposals for maximizing</p>	20%



Criteria	Weighting
the levels of London Affordable Rented units on the Sites within this Batch;	15%
(3) The Bidder's realistic outline delivery programme for the development of the Sites, including obtaining planning consent, transfer of land and start on site/completion;	20%
(4) The Bidder's current housing management and maintenance capacity in the areas that the Sites within this Batch are situated;	15%
(5) How the Bidder will ensure that local supply chains are utilised in carrying out the development of the Sites within this Batch;	10%
(6) How in carrying out the developments the Bidder will provide added value to the surrounding community. This could include, but is not limited to, creation of apprenticeships, improvements or contribution towards local amenity areas, improvements to local estate lighting, roads, paths and other hard landscape areas and creation / enhancement of recreation and sport opportunities within the area.	20%
<b>Total</b>	<b>100%</b>

## **Appendix 1**

### **Title Reports**

#### **Part 1 – Batch 7**

*Note to bidders: Please refer to separate documents*

## **Appendix 2**

### **Draft Legal Agreements**

*Note to bidders: Please refer to separate documents*

### Appendix 3

#### Form of Tender

To: London Borough of Hounslow (the “**Council**”)

Re: London Borough of Hounslow Garage Sites Disposal

Dear Sirs

1. Having examined the Invitation to Tender and having satisfied ourselves as to all other matters relevant thereto, we confirm our tender for Batch 7.
2. We enclose our tender and confirm that these comprise all of the documents required to be submitted in accordance with the matters set out in the Invitation to Tender.
3. We confirm that we are fully conversant with all the Invitation to Tender documentation and that this tender is submitted strictly in accordance with the Invitation to Tender.
4. We agree that this tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 6 months from the deadline for receipt of tenders as set out in the Invitation to Tender, or such longer period as may be agreed with the Council.
5. We certify that the details of this tender and the Invitation to Tender documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.
6. We acknowledge that the Council is not bound to accept any tender it may receive and reserves the right at its absolute discretion to accept or not to accept any tender submitted.
7. We certify that we have full power and authority to enter into contract for the Batch(es) we have bid for, and that this is a bona fide tender.
8. We confirm that in submitting our tender, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the Invitation to Tender).

Signed for on behalf of the Bidder by a duly authorized signatory of the Bidder:

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

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

Position/Status: \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

Date: \_\_\_\_\_

Address:

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## Appendix 4

### Anti-Collusion Certificate

To: London Borough of Hounslow (the “**Council**”)

Re: London Borough of Hounslow Garage Sites Disposal

### Anti-Collusion Certificate

The essence of the bidding process is that the Council shall receive *bona fide* competitive tenders from all Bidders. In recognition of this principle we hereby certify that this is a *bona fide* bid, intended to be competitive, and that we have not fixed or adjusted the bid by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither have any of our employees, consultants, advisers, agents, officers or sub-contractors:

1. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of any bid or the conditions on which any bid is made; or
2. Informed any other person, other than the person calling for this bid, of the content of the bid, except where the disclosure was necessary for the preparation of the bid for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the bid; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) and (2) above; or
4. Committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
5. 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 any other bid or proposed bid any act or omission; or
6. Canvassed any other persons referred to in paragraph (1) above in connection with this bidding process; or
7. Contacted any officer of the Council about any aspect of this bidding process except in a manner permitted by the Invitation to Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs (1) to (7) above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting agreement(s) continue in force between us (or our successors in title) and the Council.

In this certificate

The word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed for on behalf of the Bidder by a duly authorized signatory of the Bidder:

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

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

Position/Status: \_\_\_\_\_

On behalf of:  
(Name of Bidder)

\_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix 5

### Non-Canvassing Certificate

To: London Borough of Hounslow (the “Council”)

Re: London Borough of Hounslow Garage Sites Disposal

### Non-Canvassing Certificate

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of the Council in connection with this bidding process and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we hereby further undertake that I/we will not in the future canvass or solicit any officer or employee of the Council in connection with this bidding process and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

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

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

Position/Status: \_\_\_\_\_

On behalf of:  
(name of Bidder) \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_