NOA Pathfinder Stability Phase 2

Form of Tender – Tenderer Declaration

WS3159104892

**1. Tenderers Declaration**

[Insert Your Company Name] and any associated consortium or joint venture partners is hereafter referred to as “the Tenderer”

By signing the attached, the Tenderer confirms acceptance of all the requirements of all the documents as laid out within Invitation to Tender (ITT).

1. Having examined all documents within the ITT Pack (as described in the Invitation to Tender Letter), the Tenderer hereby offers to carry out and complete the services in conformity with the said documentation as detailed below:

|  |
| --- |
| Document Description |
| All documentation enclosed within the ITT. |
| Amendments to any of the above-mentioned documents as detailed in the bulletins to the tender documents received during the tendering period as posted on the Ariba message board. |

1. The Tenderer agrees to abide by this tender and official tender correspondence which may pass between the Tenderer and NGESO for the Validity Period of 180-days from the date fixed for the submission of Tenders and it shall remain binding upon the Tenderer and may be accepted at any time before the expiration of that period. The Tenderer agrees all bids received at any stage during this tender process are subject to the Validity Period (180-days) and that NGESO reserves the right to accept any bid a party submits during the tender process.
2. The Tenderer agrees that NGESO shall retain the right to reject any and all tenders, in whole or in part, without giving any reason whatsoever, other than as NGESO are required to give by law, and the Tenderer understands that NGESO are not bound to accept the lowest or any tender NGESO may receive and that NGESO will not reimburse any expenses incurred by the Tenderer in tendering or negotiation of any contracts.
3. The Tenderer confirms that all necessary steps have been taken to inform NGESO regarding the services and the Tenderer understands and agrees that NGESO will not be liable for any inaccuracy or insufficiency in the information available to the Tenderer in connection with the tender.
4. The Tenderer undertakes and will ensure that any employees, agents or servants employed directly in the preparation of this tender or indirectly in the preparation of this tender or in connection with any ensuing contract also undertake to abide with NGESO’s requirements on confidentiality of the ITT documentation.
5. The Tenderer agrees that their un-anonymised tender information can be published/shared across the NGESO organisation, to Ofgem and/or to The Department for Business, Energy & Industrial Strategy and that technical details from the Tender can be shared with the relevant Transmission Owner(s) at NGESO’s sole discretion.
6. The Tenderer confirm that if successful in the Stability Phase 2 tender and is thereafter awarded a contract(s) in relation to the Stability Phase 2 Pathfinder, the Tenderer shall sign the contract(s) issued to them by NGESO by the signature deadline that is set by NGESO.
7. The Tenderer agrees that if they are successful in the Stability Phase 2 tender and its contract award relies on another party signing their linked contract, if any linked contracts that are not signed in the time allowed, then NGESO reserves the right to reconsider all the linked contracts by re-evaluating the solution in accordance with the Assessment Methodology.

|  |
| --- |
| **Instructions for Completion:** This document should be completed and returned electronically within the Tenderers submission. |

|  |
| --- |
| I warrant that I have all requisite authority to sign this Tender on behalf of [Tenderer] and confirm all requirements of the ITT have been complied with. |

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Title: |  |
| Signature: |  | | |
| For and on behalf of: |  | | |
| Address: |  | | |
| Telephone: |  | | |
| Dated this [Insert Date] day of [Insert Month] 20[21] | | | |
| Name of Witness: |  | | |
| Title of Witness: |  | | |
| Signature of Witness: |  | | |

|  |
| --- |
| Return Details |
| To: Daniel Bonsor (NGESO, Global Procurement) via Ariba |