



## Quotation Summary Terms and Conditions

### **1. Disclaimers**

1.1 The materials in this ITQ and accompanying documents reflect Greatwell Homes' current requirements for the Works. Greatwell Homes reserves, at its discretion, the right to amend such materials as it considers appropriate from time to time.

1.2 Whilst the information in this ITQ has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITQ is issued on the basis that:

- Neither Greatwell Homes nor any of its advisers accept any liability, responsibility or duty of care to anyone other than Greatwell Homes for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which this ITQ relates;
- Neither Greatwell Homes nor any of its professional advisers make any (express or implied) representation or warranty either about the information contained in this ITQ or on which it is based, or about any written or oral information that may be made available to any supplier, funder, other interested person or their professional advisers;
- Nothing contained in this ITQ constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, make a quotation or enter into the Contract or any other related agreement;
- This ITQ is not intended to provide a basis for any investment decision and should not be considered as a recommendation by Greatwell Homes or any of its advisers;
- Neither this ITQ nor any information supplied by Greatwell Homes should be relied on as a promise or representation as to the future;
- This ITQ is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions; and

- No implied contract is to arise between Greatwell Homes and any Supplier resulting from the issue of or any Supplier's compliance with this ITQ or any matters related to it.

1.3 Greatwell Homes is not obliged to accept the lowest quotation or any quotation.

1.4 If Greatwell Homes needs to amend any quotation documents before the closing date, we will write to you with any changes. If we extend the deadline for quotation responses, we will advise you.

1.5 Greatwell Homes reserves the right, in its absolute discretion, to cancel or suspend this quotation process at any time and for any reason. If we need to do this, we will notify you in writing as soon as reasonably practicably.

1.6 You are solely responsible for your costs and expenses incurred in connection with participating in all stated of the procurement process. Greatwell Homes is not responsible and will not pay for any expenses or losses you incur during, but not limited to, the quotation preparation, site visits, post-quotation clarification meetings, including where the quotation process is suspended or abandoned.

## **2. Considerations**

2.1 The Supplier will be deemed for all purposes connected with the quotation documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Works (in the context of and as described in the specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its quotation.

## **3. Generally**

3.1 The Supplier shall include in its quotation, details of all information or assumptions that it has considered in relation to the submission of its quotation which must in any event be in accordance with the requirements, conditions and stipulations of these instructions. Quotations must not, however, be caveated.

3.2 In addition, the Supplier shall give further written or verbal details any information as may reasonably be requested by Greatwell Homes.

## **4. Rejection of Quotations**

4.1 Greatwell Homes reserves the right at its sole discretion to reject any quotation submitted by a Supplier in respect of which the Supplier or any person employed by the Supplier, whether to the Supplier's knowledge:

- Offers any inducement, fee or reward to any member or employee of Greatwell Homes or any person acting as an advisor for Greatwell Homes in connection with this procurement and / or the award of the Contract; and / or
- Discloses to any third-party prices shown in its quotation except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the quotation from third party software providers, suppliers or, subcontractors, or for insurance; and / or
- Enters into any agreement with any other person that such other person shall refrain from submitting a quotation or shall limit or restrict the prices to be shown by any other supplier in its quotation; and / or
- Fixes prices in its quotation in accordance with any arrangement with any person or by reference to any other quotation; and / or
- 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 person for doing or having done or causing or having caused to be done in relation to any other supplier or any other person's proposed quotation any act or omission; and / or
- In connection with the award of the contract commits an offence under the Bribery Act 2010; and / or
- Has directly or indirectly canvassed any of the persons associated with this procurement and / or the award of the contract or who has directly or indirectly obtained or attempted to obtain information from any such person concerning any other Supplier or quotation submitted by any other Supplier; and / or
- Has done anything improper to influence Greatwell Homes during the quotation period.

4.2 Greatwell Homes reserves the right to reject a quotation and / or disqualify a Supplier:

- Where the Supplier is guilty of a material misrepresentation in relation to its quotation or any representation made during the quotation process;
- If the Supplier is not in accordance with these instructions and all other instructions issued by Greatwell Homes during the quotation period.

4.3 Greatwell Homes has power to reject any quotation from a Supplier, who in its reasonable opinion has:

- (i) consistently failed to submit quotations when invited to do so;

- (ii) withdrawn quotations unreasonably;
- (iii) failed to provide a satisfactory service in the past; or,
- (iv) been in breach of any contract with Greatwell Homes and shown that they have consistently communicated with other Suppliers in formulating quotations;
- (v) attempted to influence or bribe any Board or Committee member (including a co-optee) or any staff member or any person connected with any of the foregoing in order to gain an unfair advantage over other suppliers

4.4 For the avoidance of doubt, any non-acceptance or rejection by Greatwell Homes for any reason shall be without prejudice to any other civil remedies available to Greatwell Homes or any criminal liability that such conduct by a Supplier may attract.

4.5 There is a requirement for any supplier to make Greatwell Homes aware of any known relationships of a business or private nature where there is a 'close connection' with staff or Board Members. In the event of any failure by a Supplier to do so, Greatwell Homes may exclude the relevant Supplier.

## **5. Confidentiality & ownership of documents**

5.1 The quotation documents and all other documentation issued by Greatwell Homes relating to this opportunity shall be treated by the Supplier as private and confidential for use only in connection with the quotation and any resulting award and shall not be disclosed in whole or in part to any third party without the prior written consent of Greatwell Homes save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and / or sub-contractors and other information required to be submitted with the quotation and only where such third parties have agreed not to disclose any information they receive to any other third parties.

5.2 Copyright in all the quotation documents belongs to Greatwell Homes or its advisers and all such documents and all copies thereof are and shall remain the property of Greatwell Homes and must be returned to Greatwell Homes upon demand.

5.3 Greatwell Homes may disclose detailed information relating to any Supplier to Greatwell Homes' directors, employees, agents or advisers and they may make the quotation documents available for private inspection by Greatwell Homes' directors, employees, agents or advisers.

- 5.4 Suppliers should note that the Government is considering making Registered Providers of Social Housing subject to the Freedom of Information Act 2000. As such, Greatwell Homes may be required to disclose information provided to it by Suppliers under that Act unless Greatwell Homes can establish either that the information is subject to a duty of confidence or that it is both commercially sensitive and the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.
- 5.5 Greatwell Homes reserves the right to make publicly available any information submitted by Suppliers during the quotation process, except where:
- It refers to individual tenants or members of staff; or
  - It is genuinely commercially confidential.
- 5.6 During the quotation period, Greatwell Homes will not disclose to any person (apart from its professional advisers, employees, directors and agents) genuinely commercially sensitive or confidential information communicated as such to it by any Supplier. Suppliers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked to be confidential and explain the reason for the sensitivity.

## **6. Suppliers warranties**

In submitting a quotation, the Supplier warrants, represents and undertakes to Greatwell Homes that:

- Has complied in all respects with these instructions;
- All information, representations and other matters of fact given to Greatwell Homes by the Supplier or its staff or agents in connection with or arising out of the quotation are true, complete and accurate in all respects at the time of submission of the quotation and the Supplier will notify Greatwell Homes in writing of any changes to that information that occur prior to entry into the Contract;
- It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the quotation documents and that it has not submitted the quotation and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by Greatwell Homes;
- It has full power and authority to enter into the contract and carry out the Works and will, if requested, produce evidence of such to Greatwell Homes;

- It is of sound financial standing and the Supplier and its directors and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Supplier) that may adversely affect such financial standing in the future;
- It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the contract and for the contract period; and
- it will not at any time whilst the Contract is in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by Greatwell Homes which is for the time being in the possession of the Supplier in connection with carrying out the Works.

## **7. Announcements**

- 7.1 Greatwell Homes reserves the right to publish the amounts of quotations and the name of the successful Supplier(s) and to publish such other information regarding quotations as it may be required to publish in accordance with EU or other procurement rules or any other laws or regulations with which Greatwell Homes must comply.
- 7.2 No announcements or statements should be made by or on behalf of any Supplier, in any section of the media (including radio, television, newspaper, internet and e-mail), unless Greatwell Homes has given its prior written approval to the proposal to publish and to the text.