

FRAMEWORK AGREEMENT FOR ENGINEERING INSPECTION SERVICES (EIS)

Checklist and Declaration

eTendering Portal Reference: DN510414

ITT SUBMISSION CHECKLIST

This checklist is provided to assist bidders in ensuring that they have provided all required information with their response to ensure it is compliant with the requirements set out in the ITT.

All of these documents should be uploaded to LHC e-tendering portal, please do not provide any other information, apart from the below, unless requested by LHC.

	Documents	Provided YES/NO
1	<p><u>Completed response to Appendix 3b - Quality Questions</u></p> <p>This should be completed in line with the instructions detailed in the form which will differ depending on whether you are bidding for regional areas within England and / or Wales and also the Workstream/s applied for. Along with the completed qualification response template you should also provide the following:</p> <ul style="list-style-type: none"> • The most recent 3 years published accounts • Financial statement (as detailed in part 3, section 2) if your most recent accounts are less than 10 months old • Copies of Environmental Management, Quality Management and Health and Safety certificates <p>Please upload your response and all supporting attachments as a single zip file.</p>	
		Tick below as applicable
2	<p><u>Completed response to Appendix 3c - Checklist and Declaration</u></p> <p>This form contains a checklist for Bidders and a declaration that is required to be completed and submitted along with your bid.</p>	
3	<p><u>Completed response to Appendix 4a - Pricing Schedule</u></p> <p>This will form the response to the pricing element of the award criteria. This response form is the same for all Workstreams, but Bidders will only complete the worksheets for the Workstreams they are bidding for.</p>	

WORKSTREAM SELECTOR

To assist the LHC evaluation panel in cross checking the regional uplifts provided in the pricing schedule please mark with a 'Y' to confirm all regional areas within each Workstream you have intended to apply for.

Area	Area Description	UK area	Managed by	Enter Y for those that apply
1	Inner London West	UKI3	LSE	
2	Inner London East	UKI4	LSE	
3	Outer London - East & North East	UKI5	LSE	
4	Outer London - South	UKI6	LSE	
5	Outer London - West & North West	UKI7	LSE	
6	Berkshire, Buckinghamshire and Oxfordshire	UKJ1	LSE	
7	Surrey East & West Sussex	UKJ2	LSE	
8	Hampshire & Isle of Wight	UKJ3	LSE	
9	Kent	UKJ4	LSE	
10	Bedfordshire and Hertfordshire	UKH2	LSE	
11	Essex UK	UKH3	LSE	
12	Gloucestershire, Wiltshire and Bristol/Bath area	UKK1	SWPA	
13	Dorset and Somerset	UKK2	SWPA	
14	Cornwall and Isles of Scilly	UKK3	SWPA	
15	Devon	UKK4	SWPA	
16	Derbyshire and Nottinghamshire	UKF1	CPC	
17	Lincolnshire	UKF3	CPC	
18	East Yorkshire and Northern Lincolnshire	UKE1	CPC	
19	North Yorkshire	UKE2	CPC	
20	South Yorkshire	UKE3	CPC	
21	West Yorkshire	UKE4	CPC	
22	Tees Valley and Durham	UKC1	CPC	
23	Northumberland and Tyne & Wear	UKC2	CPC	
24	Cumbria	UKD1	CPC	
25	Greater Manchester	UKD3	CPC	
26	Lancashire	UKD4	CPC	
27	Cheshire	UKD6	CPC	
28	Merseyside	UKD7	CPC	
29	East Anglia	UKH1	CPC	
30	Leicestershire , Rutland and Northamptonshire	UKF2	CPC	
31	Herefordshire, Worcestershire and Warwickshire	UKG1	CPC	
32	Shropshire and Staffordshire	UKG2	CPC	
33	West Midlands	UKG3	CPC	
34	North Wales	UKL: 11, 12, 13a, 13b, 23a, 23b	WPA	
35	Mid Wales	UKL: 14c,24	WPA	
36	South East Wales	UKL: 15a, 15b, 16a, 16b, 16c, 17a, 17b, 18, 21a, 21b, 22a, 22b	WPA	
37	South West Wales	UKL14a, 14b	WPA	

FORM OF OFFER

In respect of LHC Framework Agreement:

ENGINEERING INSPECTION SERVICES (EIS)

To: **LHC**

We the undersigned, tender this Offer in agreement with the statements listed below:

1. I/We confirm that we have read, considered and understood all the requirements relating to the submission of my/our Offer together with responses given by way of clarification and further information provided including the matter of confidentiality and are bound by the proposals submitted in accordance with the Offer Document.
2. I/we confirm that I/we will undertake each task and offer works that comply with the minimum requirements as detailed in the ITT documentation and will comply with the general requirements described therein and willingly support any social value initiatives proposed by LHC Clients.
3. I/We confirm that I/we have taken all technical and legal advice as part of my/our investigation process in relation to both my/our Tender and also in respect of the Framework.
4. I/We further confirm that I/we will as part of our offer / tender provide or agree to provide to LHC within the period in which our Tender remains open, full details of any changes in directors, control, ownership or financial position and economic standing of the Tenderer which would affect consideration and acceptance of the Tender.
5. I/We agree that our Offer will remain open and valid for acceptance by LHC for a period of 180 (one hundred and eighty) days from the closing date for the receipt of Tenders or such longer period as may be agreed with LHC.
6. I/We are satisfied as to the accuracy and sufficiency of our tendered prices and confirm that they (except in so far as it is otherwise provided for in the Contract) cover all my/our obligations, liabilities, risks and other matters in connection with fully and properly undertaking all the services and works required under the Framework.
7. I/We confirm that the tendered prices and rates are exclusive of Value Added Tax (VAT) and will remain firm for the duration of the Framework subject to annual uplifts as described in the Offer Document.
8. I/We further acknowledge that we are fully responsible for all costs and expenses in the preparation and submission of the Tender process and accept that no reimbursement or payment will be made to us as the Tenderer by LHC for such expenses, fees, disbursements and any other costs.
9. I/we certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person, and that I/we will not at any time before the returnable date for this tender;
 - (a) communicate to a person other than the person calling for these tenders the amount, or approximate amount of the proposed 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; or

- (c) offer or pay or give or agree to pay or give any sum or money 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 tender or proposed tender for the work any act or things of the sort described above.
10. I/We understand that in this Form of Agreement the word 'person' includes any persons and anybody or association, corporate or unincorporated and 'any agreement or arrangement' includes any such transaction, formal or informal and whether legally binding or not. I/we further acknowledge that if the Competition and Marketing Authority (or its successor body) makes a formal finding that our Company has committed an infringement of competition law (including, without limitation, an infringement of the Competition Act 1998) or we make a formal admission in this respect, then LHC may terminate the appointment of us as an Appointed Company under the Framework pursuant to this tendering process by notice in writing having immediate effect.
11. I/We hereby certify that I/we have not canvassed or solicited any officer or employee of LHC in connection with the Tender process leading to the conclusion of the Framework Agreements and that no person employed by me/us or action 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 LHC in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf will do any such act.
12. I/We acknowledge that LHC are not bound to accept this or any Tender it receives and I/we understand the grounds set out in the Tender documents under which LHC can exercise their rights to reject my/our offer/tender and further that these grounds are without prejudice to any other remedies available to LHC.

Signed:

Signed:

Name(s):

Name(s):

Position:

Position:

Date:

Date:

*for and on behalf of the tendering organisation below:

Company Name:

Registered address Line:

Company Registration Number:

* Please note that the term 'organisation' refers to a business, private limited company, public limited company, limited liability partnership or a partnership. This Undertaking must be signed by two Directors or a Director and the Company Secretary, two Members (in respect of an LLP), two Partners (in respect of a Partnership) and the Sole Proprietor and the firms Accountant (in respect of a business run by a Sole Proprietor).