

London Borough of Southwark

Southwark Works: Employment Support Service Framework

Section 7a: Form of Tender

FORM OF TENDER

To: **The Mayor and Burgesses of the London Borough of Southwark**

The Project: **Southwark Works Employment Support Service Framework**

I/We

of:.....

.....

.....

Having examined and understood the Tender Documents issued in connection with the Project, offer to carry out the Service in accordance with the Tender Documents for the sum specified in the Pricing Schedule:

£.....(*add words*).....

.....

A detailed breakdown of that sum is included in the Section 5 – Pricing Schedule.

In consideration of being invited to submit this tender, we agree that the offer set out in this Form of Tender is an unconditional and irrevocable offer by us which is capable of being accepted by you. Unless and until a formal binding agreement is executed, this Tender together with your written acceptance shall constitute a binding contract between us.

I/We agree that this Tender shall remain open to be accepted by the Authority and will only be withdrawn as detailed in paragraph 9.9 of the Conditions of Tendering (Section 2).

I/We warrant and undertake to you in the terms set out in the Conditions of Tendering.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to the Tender documents will not bind the Authority and may cause our Tender to be rejected.

In this Form of Tender words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract and Framework Agreement.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Please indicate if currently, or within the last three years, you have, or have been, a party to any scheme or arrangement under which a blacklist (as defined by the Employment Relations Act 1999 (Blacklists) Regulations 2010) operates:

☐ YES

☐ NO

Any Tenderer that answers “Yes” must provide in a separate Appendix a summary of the circumstances and any remedial action that has taken place to effectively “self clean” the situation referred to in that paragraph to the satisfaction of the Authority. The Tenderer shall, as a minimum, prove that it has:

- Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- Clarified the facts and circumstances in a comprehensive manner by actively collaborating with investigating authorities; and
- Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated by the Authority taking into account the gravity and particular circumstances of the offence or misconduct. If such evidence is considered by the Authority (whose decision shall be final) as sufficient, the Tenderer concerned shall be allowed to continue in the procurement process. Where the measures are considered by the Authority to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

Dated:.....

Where the Tenderer is a company:

Signature (1)	(Position)
Signature (2)	(Position)
for and on behalf of Company Name and registered office address	

Where the Tenderer is a partnership:

Signature (1)	Authorised Partner
Signature (2)	Authorised Partner
for and on behalf of Partnership Name and address:	

Where the Tenderer is an individual:

Signature
Name and address: