Customer Services Directorate

No First Night Out

Form of Tender

This document is to be completed in accordance with the Invitation and Instructions for Tendering for receipt, via the London Tenders Portal, with all relevant documentation by no later than **noon on Friday, 27 October 2017.**



Customer Services Directorate

No First Night Out

Form of Tender

**To the Mayor and Burgesses of the London Borough of Lewisham (“the Council”):**

I/We\* the undersigned, having read and understood the Tender Documentation submitted to me/us\*, hereby offer to undertake on the acceptance of this Tender to perform, execute or otherwise provide the No First Night Out service tendered for in accordance with the Tender Documents, aimed at the sum of (exclusive of VAT):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Amount in figures]: £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

at London Living Wage

and

the sum of (exclusive of VAT):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Amount in figures]: £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

at the tenderer’s normal rate of pay.

I/We\* understand that my/our\* Tender is for the sums/budgets set out in our Proposal and undertake that if this Tender is accepted I/we\* will not, save as expressly provided in the Agreement, be entitled to and will not withdraw the above offer and undertaking and will be subject to and according to the documents provision of the No First Night Out service specified during the Agreement Period.

I/We\* agree that the insertion by me/us\* of conditions qualifying this Tender or any unauthorised alteration to any of the Tender Documents shall not amend these documents and may cause the Tender to be rejected.

I/We\* agree that if upon examining the Tender Documents, an error of computation is detected by the Council the Tenderer shall be given details of the error(s) and afforded the opportunity to confirm or withdraw the offer. If confirmed the Tender figure will remain unaltered.

I/We\* agree that this Tender shall remain open for acceptance by the Council and shall not be withdrawn for 6 calendar months from the last date specified for the receipt of this Tender. I/We\* undertake and agree that if this Tender is accepted by the Council, the said Tender shall from the date of such acceptance form a binding contract between us. Nevertheless I/We\* further undertake to execute a formal agreement for the proper and complete provision of the No First Night Out service.

I/We\* hereby acknowledge that if I/we\*:

a) fix or adjust the prices already shown in my/our\* Form of Tender by or according to any agreement or arrangement with any other person, group or Tenderer; or

b) communicate to any person other than the Council the amount or approximate amount of the sums/budgets shown in my/our\* Proposal(s), except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the Proposal(s), or for the purposes of insurance referred to in these Tender Documents; or

c) enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a Proposal(s) or shall limit or restrict the sums/budgets to be shown by any other Tenderer in its Proposal(s); or

d) shall have offered, given or agreed to give any person any gift or consideration of any kind as an inducement to any person in relation to the Agreement or any other Agreement or contract with the council, or if the like acts shall have been done by any person employed by me/us\* or acting on my/our\* behalf(whether with or without me/our\* knowledge) or if, in relation to any Agreement or Contract with the council, I/we\* or any person employed by me/us\* or acting for me/us\* shall have committed an offence under the Bribery Act 2010 or shall have given any fee or reward, the receipt of which is an offence under section 117 of the Local Government Act 1972;

then I/We\* shall be disqualified and my/our\* Tender may accordingly be rejected by the Council at its sole option, provided always that such non-acceptance or rejection shall, be without prejudice to any other civil remedies available to the Council or any criminal liability which conduct by me/us\* may attract.

I/We\* declare that I am/we are\* not party to any scheme, agreement or arrangement by which any Tenderer for the said services has been or may be reimbursed by any other Tenderer in respect of whole or any part of their Tendering costs.

I/We\* acknowledge that the Council is not contractually bound to consider this Tender and that the issuing of any Tender Documents to me/us\* did not amount to any form of offer for any purpose. I/We\* accept that the Council is not bound to accept any Tender at all.

I/We\* accept that this is a bona fide Tender and that I/We\* hereby warrant and represent to undertake with the Council that:

a) I/We\* have complied in all respects with and understand all parts of the Invitation to Tender.

b) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by me/us\* or my/our employees concerning this Tender are true, complete and accurate in all respects,

c) I/We\* have not submitted a Tender or entered into the Agreement in reliance upon any representation or statement that may have been made by the Council,

d) I/We\* agree so far as may be legally enforceable, to comply with the Council’s Code of Practice for Contractors, Suppliers and Service Providers which may be amended from time to time.

I/We\* hereby submit my/our\* proposals on the basis that TUPE does not apply.

\*Please delete as appropriate

**Signed for Tenderer:**

|  |  |  |
| --- | --- | --- |
| **Signature** | **Print name(s) in full** | **Position held by each signatory** (in the case of a company) |
|  |  |  |
|  |  |  |

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

Full name of Organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State whether sole proprietor YES/NO\* (delete as appropriate)

In case of partnership the full names and address of each partner:

|  |  |
| --- | --- |
| **Name** | **Address** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |