Transport for London

TfLRoundelB&W

Commercial Submission for:

TfL 94895 – Agreement for Diversity and Inclusion Training for Bus Drivers and Bus Support Staff

**COMMERCIAL SUBMISSION**

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| --- |
| **Full name of the Organisation Submitting the tender:** |
| **Registered Company address:** |
| **Company Registration number:** |
| Please provide a Single Point of Contact (SPOC) in your organisation for the whole of this procurement process. Any change in the SPOC needs to be formally advised to the Authority.  **Important Note:**  All information about this procurement and all related communication will be managed via the TfL electronic tendering portal (<https://procontract.due-north.com>).  It is your responsibility to ensure all information is accessed and requests for actions are dealt with promptly within specified deadlines. Failure to meet deadlines is likely to result in your submission being unsuccessful. |
| **Contact Name:** |
| **Phone:** |
| **Mobile:** |
| **E-mail:** |

# FORM OF TENDER

I confirm and accept that:

The information provided in the Invitation to Tender (ITT) document TfL 94895 – Agreement for the Diversity and Inclusion Training for Bus Drivers and Bus Support Staff

was prepared by Transport for London (“TfL”) in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any member of the TfL group company has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.

1. The provision of 6.1 of the ‘Notice to Bidders’ section of the ITT has been and will continue to be complied with.
2. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. TfL has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
3. TfL reserves the right (on behalf of itself and its group companies) to award the framework/contract for which tenders are being invited in whole, in part or not at all.
4. This tender shall remain open for acceptance by TfL and will not be withdrawn by us for a period of 3 months from the date fixed for return.
5. The information provided by us is true and accurate.

Having made due allowances for the full requirement in the ITT documents we hereby offer to provide the Services to TfL (or any member of the TfL group) in accordance with the terms and conditions stated therein for either:

At the rates detailed in the schedule of Pricing Schedule

Note, by completing box 1 you agree to our terms and conditions of Framework/Contract. If you do not wish to accept these conditions you should complete box 2. You should submit your bid clearly detailing your reasons for non-acceptance. If we offer a contract in the belief that your bid is compliant and you then attempt to negotiate alternative conditions we WILL withdraw our offer.

|  |  |  |
| --- | --- | --- |
| 1. | I agree to accept the Conditions of Framework/Contract attached to this ITT. | |
| Name | | Date |
| Signed | |  |

I wish to submit a bid but I am unable to accept your conditions of contract and I have made an alternative proposal based on the revisions noted in Appendix 2: The Contract Response Template. In doing so I am aware that it could prejudice the outcome of the tender analysis.

|  |  |  |
| --- | --- | --- |
| 2. | I **DO NOT** agree to accept the Conditions of Framework/Contract attached to this ITT. | |
| Name | | Date |
| Signed | |  |

**Please complete the following**

|  |  |  |  |
| --- | --- | --- | --- |
| Position |  | For and on behalf of (company name) | |
| Telephone | Facsimile: | | E.Mail |
| TfL Reference No TfL94895 | | | |

# Conflict of Interest Declaration

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Transport for London, or that may result in an adverse impact on competition for the purposes of this procurement.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could, or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below please provide full details as a separate attachment

|  |  |
| --- | --- |
| **Questions** | **Yes / No** |
| Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to TfL or is currently tendering to do so? |  |
| In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to TfL? |  |
| At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to TfL? |  |
| At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of TfL? |  |
| Is there any occasion where you or members of your organisation or supply chain may use TfL resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than TfL? |  |
| Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with TfL e.g. through personal or working relationships with current or former employees or through prior employment with TfL or third party suppliers or in connection with the **TfL 94895 – Agreement for the Diversity and Inclusion Training for Bus Drivers and Bus Support Staff**  . |  |

I, as representative of all companies associated with the Applicants submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify TfL promptly and no later than 28 days of becoming aware of such information and undertake to take such action as TfL may reasonably direct.

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Designation: |  |
| Company: |  |
| Date: |  |

# Non-Collusion Declaration

**Refusal to give this declaration and undertaking will mean that this ITT submission will not be considered.**

**Declaration**

Expression of interest for: the **TfL 94895 – Agreement for the Diversity and Inclusion Training for Bus Drivers and Bus Support Staff**

I / We declare that:

We have submitted a bona fide response to TfL’s ITT and that I / We have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I/ we will not do at any time before the contract is awarded:

* Communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tenders;
* 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
* Offer or pay or give or agree to pay any sum of 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 **TfL 94895 – Agreement for the Diversity and Inclusion Training for Bus Drivers and Bus Support Staff**.
* Any act or thing of the sort described above.

I/ We agree that the terms of the above declaration will form part of any contract with TfL, their servants or agents resulting from the acceptance of my / our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling TfL, their servants or agents to determine my / our employment under that contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed |  | Date |  |
| Position |  | | |
| For and on behalf of: |  | | |