

FOL16/615: RESURFACING AND RECONFIGURATION OF TENNIS COURTS

SCHEDULE 6 – THE *CONTRACTOR’S* OFFER & FORM OF TENDER

**Form of Tender**

1. To the Secretary of State for Culture, Media And Sport (hereinafter referred to as "the *Employer*"),

I/We have read the following documents:

|  |  |
| --- | --- |
| Schedule 1  | Invitation to Tender |
| Schedule 2  | *Employer*’s Contract Data, including amended and additional conditions of contract. |
| Schedule 3 | Site Information |
| Schedule 4A  | Standard Works Information. |
| Schedule 4B | Lot-specific Works Information - Regent's |
| Schedule 4C | Lot-specific Works Information - Hyde |
| Schedule 4D  | Works Information itemising quantity of work required |
| Schedule 5 | Tender Response Document |
| Schedule 6 | The *Contractor*’s Offer |
|  | Tender Return Label |

and supplied the completed *Contractor*’s Offer comprising:

|  |  |
| --- | --- |
|  | **Specific reference (*Contractor* to complete)** |
| This Form of Tender |  |
| The *Contractor*’s Offer |  |
| Price List |  |
| Tender Response Document |  |

and, subject to and upon the terms and conditions contained in the said documents, I/we offer to provide the *works* specified at the Prices (inclusive of all costs and expenses but excluding VAT) quoted by me/us in the Price List.

1. **Terms and Conditions.** I/We agree that this contract is based upon the NEC3 Engineering and Construction Short Contract (April 2013) and the documents listed above and bearing the contract number shown at the top of this tender, and that the *Employer* is the Secretary of State for Culture, Media and Sport. I/We confirm that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from me/us in connection with this tender or with any contract resulting from this tender, are not applicable to the Contract.
2. I/We agree that should obvious errors in pricing or errors in arithmetic in the Tender Sum Analysis submitted by me/us be discovered before acceptance of this offer these errors will be corrected in accordance with Alternative 2 contained in Section 10 of the NJCC “Code of Procedure for Tendering”.
3. **Law.** I/We agree that any contract that may result from this tender is subject to ENGLISH LAW.
4. The prices quoted in this tender are inclusive of all costs and expenses (excluding VAT) and are valid for 120 days from the tender submission deadline.
5. I/we certify that this is a *bona fide* tender, and that 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. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:
6. communicate to a person 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 tender;
7. enter into any agreement or arrangement with any other person on that he shall refrain from tendering or as to the amount of any tender to be submitted;
8. offer or pay or give or agree to pay or give 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 said work any act or thing of the sort described above.
9. In this certificate, the word "person" includes any persons and anybody unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

|  |  |
| --- | --- |
| Signature:  |  |
| Name in capitals: |  |
| In the capacity of(e.g. Director, Secretary etc): |  |
| Duly authorised to sign tenders for and on behalf of: |  |
| Date: |  |
| Postal address: |  |
|  |  |
|  |  |
| Telephone no: |  |
| email address: |  |

**The *Contractor*’s Offer**

which is incorporated into the Contract Data on contract award.

|  |
| --- |
| **The *Contractor* is** |
| Name: |  |
| Address: |  |
| Telephone: |  |
| email address: |  |
| The percentage for overheads and profit added to the Defined Cost for people is: | XX% |
| The percentage for overheads and profit added to the other Defined Cost is: | XX % |
| The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*. |
| The offered totals of the Prices (extracted from the Price List) are: | **Lot 1 - Option 1** £XX,XXX.XXp |
| **Lot 1 - Option 2** £XX,XXX.XXp |
| **Lot 1 - Option 3** £XX,XXX.XXp |
| **Lot 2 - Option 1** £XX,XXX.XXp |
| **Lot 2 - Option 2** £XX,XXX.XXp |
| **Lot 1 - Option 3** £XX,XXX.XXp |
| The Price List is the Excel spreadsheet attached titled: | XXXXXXXXXXXXXX |
| Signed on behalf of the *Contractor*: |  |
| Name in capitals: |  |
| Position: |  |
| Date: |  |