Apprenticeships Managed Service Provider

**Form of Tender**

# [To be placed on tenderer company’s letterhead]

# Form of tender

### To: NATIONAL HIGHWAYS LIMITED (company number 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the Client”)

From: [to be completed by the Tenderer]

|  |  |
| --- | --- |
| Company Name |  |
| Registered Number |  |
| Registered Office Address |  |
| Contact Email Address |  |

In this Form of Tender words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below. The word "person" includes any persons and any tenderer body or association, corporate or un-incorporate; the words "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and the words "the Services" means the services in relation to which this Tender is made.

### This tender relates to the provision of Apprenticeships Managed Service Provider (the Services)

### Having examined

##### The Instructions for Tenderers

##### the Conditions of Contract;

##### the Statement of Requirements;

##### the Performance Regime Schedule;

##### and any recitals, schedules, annexes and appendices thereto.

### as amended by the following tender amendments .......................... *[Tenderer to insert references or delete as appropriate before returning its tender]*

### we offer to provide the Services for the duration of the contract in accordance with the said Conditions of Contract and the Statement of Requirements.

We undertake to start and complete the Services on the dates stated in the Contract Conditions subject only to adjustment in accordance with the Contract Conditions.

### The following completed documents forming part of our offer are also returned with this Tender:

Technical Envelope:

* Signed Form of Tender
* Name, address and email for service of notices
* Confirmation Tenderer will enter into a Parent Company Guarantee if required
* [*Tenderer to insert if a non-UK registered company or delete before returning its tender* Legal Opinion for non-UK registered companies]
* Policy Statements:
  + Confirmation that Tenderer supports use of SMEs as sub-contractors
  + Confirmation that Tenderer complies with required Information Assurance procedures
  + Confirmation that Tenderer complies with Data Protection methods and procedures
  + Signed Fair Payment Charter
  + Signed Supplier Counter Fraud, Bribery and Corruption Code of Conduct
  + Armed Forces Covenant
* Quality Submission

Commercial Envelope:

Price List

### We agree to enter into a formal Agreement with you in the form which has been provided to us by you with the tender documentation. Unless otherwise agreed, no binding contract exists between us until that document has been fully executed as a deed by you and us and dated.

### We agree that you may disclose any information and documents submitted by us during this procurement more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

We certify that we accept all the conditions of contract included in the tender documents and that we have raised a tender query and received a reply within the time limits allowed by the tender process to clarify any ambiguity we perceive in the documents. We certify that we accept the answers published by the Client in answer to the tender queries raised by any tenderer in regard to these matters.

### We certify that this tender is made in good faith and that we have not determined the amount of the tender in collusion or in agreement with any other person. We also certify that we have not, and will not:

communicate to any person other than the Clientthe amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;

enter into any agreement or arrangement with any person that they will refrain from tendering or as to the amount of any tender to be submitted;

pay, give or offer or agree to pay or give any sum of money or other 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 Services, any act or thing of the sort described at (a) or (b).

### We also certify that the restrictions described in paragraphs (a) and (b) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above restrictions by all parties.

### This offer is open for acceptance for 180 calendar days from the tender submission deadline.

We agree, if our tender is accepted, to provide a complete and unedited electronic version of our tender in a format suitable for publication on a public website within 20 days of acceptance.

### To help Government develop its procurement policy in respect of small businesses, the Client needs to gather information about the size of the organisations we invite to tender. Please tick one of the following boxes:

##### Please tick here if your organisation has between 1 and 50 employees

##### Please tick here if your organisation has between 51 and 249 employees

##### Please tick here if your organisation has 250 or more employees

### In addition:

### Please tick here if your organisation is a registered company

[*Tenderer to include the text below (in red) if the tenderer is an unincorporated Joint Venture, otherwise delete.*]

This offer is submitted by us on a joint and several basis with the other members of our unincorporated joint venture. If appointed, we will undertake in the Form of Agreement to be jointly and severally liable to you for providing the *works* and for the performance of the *Supplier’s* obligations under the Agreement.

We will give you not less than 4 weeks’ notice of any proposed termination of our joint venture arrangement. If the joint venture arrangement is terminated for any reason before we enter into a contract with you this tender will be deemed to have been withdrawn.

### Dated this.......................................day of ................................. 20

### Signature.......................................In capacity of .......................................... (e.g. Director, Secretary, etc.)

### Name ................................................

### (in capitals)

Duly authorised to sign tenders for and on behalf of:

……………………………………………………………………………………

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