

## FORM OF TENDER

To: UK Anti-Doping

For the Attention of: Emma Winchester

Dear Madam

1. I/We the undersigned, hereby Tender and offer to provide Legal Services in the following area(s) **[delete as applicable]**:
  - a. Anti-doping and sports regulatory work;
  - b. Contract work;
  - c. Data protection/GDPR and Freedom of Information,details of which were set out in the Tender Specifications document supplied to me/us for the purpose of Tendering for the services and agree to do so in accordance with the terms as set out in the Instructions for Tenderers.
2. I/We confirm that I/we will provide the services at the price/hourly rates provided in my/our Tender. I/We confirm that the price/hourly rates provided in my/our Tender will not be subject to any increase for a period of twelve (12) months.
3. I/We confirm that this Tender will remain valid and open for acceptance without variation for at least 90 days from the Closing Date for the receipt of Tenders (not including any statutory standstill period that may apply).
4. I/We undertake that in the event of our Tender being accepted to execute a contract within two (2) weeks or such longer period as agreed with UKAD from the date on which I/we receive notification that our Tender is successful, subject to any final negotiation as to the terms and conditions as required. UKAD will consider tenderer's standard terms and conditions in good faith as part of the negotiation of terms and conditions between the parties. Neither party is required to enter into the contract if the parties cannot reach agreement as to the terms and conditions. I further acknowledge that each party is to bear its own costs, if any, in relation to this Tender.
5. I/We confirm that attached to this Tender is a copy of our standard contract terms and conditions.
6. I/We confirm that the information supplied to you and forming part of this Tender, including, for the avoidance of doubt, any information supplied to you as part of my/our initial expression of interest in Tendering, was true when made and remains true and accurate in all respects.
7. I/We understand that any false representations, including but not limited to, changes to forms, could result in this Tender being rejected or subsequent contract termination.
8. I/We confirm and undertake that if any information supplied becomes untrue or misleading that I/We will notify you immediately and will update such information as is required.
9. I/We confirm that I/We have not submitted a Tender in reliance upon any representation or statement that may have been made by UK Anti-Doping;

10. I/We confirm that I/We have full power and authority to enter into a contract for the supply of legal services to UK Anti-Doping upon the terms and conditions set out in our response to tender document(s) and carry out the service.
11. I/We hereby acknowledge that I/we shall be disqualified, and my/our Tender may accordingly be rejected by UK Anti-Doping at its sole option if I/we:
  - a. Fix or adjust the prices shown in my/our Tender response document(s) by or according to any agreement or arrangement with any other person, group or Tenderer;
  - b. Communicate to any person other than UK Anti-Doping the amount or approximate amount of the prices shown in my/our Tender response document(s), except where such disclosure is made in confidence for the purposes of insurance;
  - c. Enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a response to this Tender or shall limit or restrict the Prices to be shown by any other Tenderer in its response to Tender;
  - d. Offer or agree to pay or give or do pay or give any sum of money, inducement or consideration whether directly or indirectly to any individual or group for doing or having done or having caused to be done or refraining from doing anything in relation to any other Tenderers or any other person's proposed response to this Tender;
  - e. Shall have offered, given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the provision of legal services to UK Anti-Doping or any other contract with UK Anti-Doping, 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 my/our knowledge;
  - f. In relation to any contract with UK Anti-Doping, I/we or any person employed by me/us or acting for me/us shall have committed an offence under the Bribery Act 2010.

Such non-acceptance or rejection shall be without prejudice to any other civil remedies available to UK Anti-Doping or any criminal liability which conduct by me/us may attract.

12. I/We acknowledge that UK Anti-Doping is not contractually or otherwise bound to consider this or any other Tender and that the issuing of any Tender Documents to me/us did not amount to any form of offer for any purpose.

13. I/We confirm that this is a bona fide Tender.

Signed	.....	Signed	.....
For and on behalf of	.....	For and on behalf of	.....
Dated	.....	Dated	.....