

**Invitation to Tender for**

**The Provision of Legal Due Diligence Services for the proposed merger of The TEC Partnership and East Riding College.**

**September 2019**

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The contract will be with the Grimsby Institute of Further & Higher Education, all other references within the document are to trading brands of the Grimsby Institute of Further & Higher Education. The **TEC Partnership** is the main trading brand of the Grimsby Institute of Further & Higher Education (GIFHE), however there are also a number of other sub brands that may be referred to in this document. In the delivery of its mission GIFHE uses brand names and trading styles in the public domain and includes, but not limited to: the TEC Partnership; Scarborough TEC; Skegness TEC; The Academy Grimsby, Grimsby Institute, University Centre Grimsby and Career 6. Policies, data protection registration and other documentation and legal requirements relating to or as part of the operation of brands are part of the Grimsby Institute of Further and Higher Education’s legal status.

**Section 1 – Instruction to Tenderers**

1. **Introduction**
	1. This invitation to tender is for the appointment of legal professional advisors for **The TEC Partnership** to support the college in considering a potential merger between Grimsby Institute of Further and Higher Education and East Riding College ("the **Project**"). Each college will be appointing independent of each other. This tender is It is anticipated that the tenderer will apply for one or the other but not both. The Project requires capable professional resources to be available immediately in order to support the due diligence phase of the Project as the Colleges intend to start this process imminently and to complete it within a tight timeframe.
	2. Tenderers are required to answer all applicable questions and include all documentation requested. The tender must be completed in English.
	3. Original documents must not be included, as the College does not accept responsibility for returning them.
	4. All information received in connection with this tender application will be treated in the strictest confidence.
	5. Tenders must be submitted in accordance with the following instructions. Any tender not complying fully with any of the instructions in this document may be rejected, whose decision in the matter shall be final.
2. **Tender Return & Validity**
	1. **Tenders must be returned by 12 noon on 16th October 2019 which shall be the date fixed for submission of tenders**.

**Tender submissions should be sent to** **purchasing@grimsby.ac.uk**

* 1. The tender shall be submitted on the basis that the offer in it shall remain in force for a minimum of six months from the date fixed for the submission of tenders.
	2. In submitting the tender, the tenderer shall undertake that, in the event of the tender being accepted by the College, within five days of being called upon to do so by the College, the tenderer will execute a formal contract consisting of the contract documentation and until such date as the contract is executed this tender, together with the formal written acceptance of it by the Authorised Officer on behalf of the College, will form a binding agreement between the College and the tenderer.
	3. Failure by the successful tenderer to execute a formal contract within the time specified above will render the contract voidable at the option of the College at any time.

2.5 Tenders shall only be submitted on the basis that they are bona fide competitive tenders. It is therefore agreed that the College shall have the power to cancel the contract and to recover from the tenderer the amount of any loss arising from the cancellation if either the tenderer:

1. shall have offered or given or agreed to give any officer or member of the College staff any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure. The word "tenderer" for these purposes shall be deemed to include any and all persons employed by the tenderer, or who are purporting to act on the tenderer’s behalf whether the tenderer is aware of their acts or not, or
2. shall have communicated to any other person than the College the amount or approximate amount of the proposed tender other than in confidence in order to obtain quotations necessary for the preparation of the tender, or for insurance purposes, or
3. shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that person shall refrain from tendering.

## **Acceptance of Tender**

* 1. The College shall not be under any obligation to accept any tender.
	2. The College shall not be under any obligation to accept the lowest tender.
	3. The College reserves the right to cancel the entire or parts of the tender, without such an action conferring any right to compensation on the Tenderers.
	4. The College has no liability to settle any cost incurred by the tenderer as a result of the tendering procedure or a re-tendering procedure.
	5. The tender proposal must be based upon the specification set out in this tender document
	6. Tenderers will be notified of the outcome of their tender submission at the earliest possible time.
	7. No tender will be deemed to have been accepted unless such acceptance has been notified to the tenderer in writing.
	8. In case a tender appears to be abnormally low in relation to the services to be provided, the College will request a clarification in writing and/or explanation concerning its elements. The College reserves the right to exclude a tender, if after a verification process based on the explanations and evidence received it comes to the conclusion that the tender is abnormally low.

## **Pricing**

4.1 Prices shall be submitted using Section 4 Schedule of Prices and Tender Questionnaire and remain in force until completion of the project.

4.2 Unit rates and prices must be quoted in pounds sterling. Tenders should be submitted exclusive of Value Added Tax (VAT).

* 1. If the College suspects that there has been an error in pricing of the tender, the College reserves the right to seek clarification as it considers necessary from that tenderer only.

## **Duration**

5.1 The tenderer shall be required to supply the services as detailed in the specification until satisfactory conclusion of the services in the opinion of the College.

## **Submission of Tenders**

6.1 In completing the tender documentation, the Tenderer shall prepare and submit its tender giving due consideration to the entire tender package.

## **Amendments to the Tender Documents**

* 1. The College reserves the right to make changes of a minor drafting nature to the contract documentation.
	2. The College reserves the right to make changes to the award criteria stated in point 12 below. Tenderers will be informed of any changes.

## **Queries Arising**

* 1. Where tenderers have any queries about the tender documentation which may have a bearing on the offer to be made, these should be raised with as soon as possible, and in any case not later than two days before the due date for return of tenders. Where any such enquiry has been made, the college may circulate to all tenderers a copy of the enquiry and the written reply, although anonymity will be preserved.

Address all enquiries about the tender to:

Tony Lawlor

Group Director of Finance

Email: lawlort@grimsby.ac.uk

Tel: 01472 311 222 ext. 1411

## **Use of Tender Documents**

* 1. Invitations to tender must be treated as private and confidential. Tenderers must not disclose that they have been invited to tender or release details of the tender documents, other than on an “in confidence” basis to those who have a legitimate need to know, or to those professional advisers whom the Tenderer needs to consult for the purposes of preparing the tender.
	2. Any information given to the tenderer by way of guide quantities and any plan, drawing or report in the attached appendices is only given as a guide. The tenderer warrants that it has ascertained for itself the accuracy of the information. No claim against the College shall be allowed whether in contract or in tort or under the Misrepresentation Act 1967 or otherwise on the ground of inaccuracy.
	3. The copyright in this Invitation to Tender (ITT) is vested in the College. The ITT may not be reproduced copied or stored in any medium without the prior written consent of the College other than for use strictly for the purpose of preparing a response to this ITT.

## **Freedom of Information**

Tenderers are requested to specify with reasons if any information contained in its tender submission is confidential. The College will use reasonable endeavours to keep such information confidential but does not guarantee to do so if it is obliged to disclose such information pursuant to its duties under the Freedom of Information Act 2000.

## **Award Criteria and Evaluation Methodology**

The Contract will be awarded to the most economically advantageous tender applying the award criteria and evaluation methodology detailed below.

11.1 Non Pricing

Other than in the case of scores for pricing, scores under each Award Criterion will be awarded on the following basis:

|  |  |
| --- | --- |
| **Assessment of Response**  | **Score** |
| Excellent: Meets all expectations / Demonstrates complete understanding of all the requirements of this particular specification / No reservations. | 4 |
| Good: Meets most expectations / Demonstrates good understanding of most of the requirements of this particular specification / No reservations. | 3 |
| Marginal: Meets some expectations / Response is standardised with no apparent understanding of the requirements of this particular specification / Minor reservations. | 2 |
| Poor: Does not meet expectations / Response is weak & does not adequately address the specification / Significant reservations. | 1 |
| Unacceptable: Response is missing / Response is very weak and does not address the specification / Major reservations. | 0 |

11.2 Pricing

Scores will be awarded for price on the following basis:

The lowest Contract Price submitted in accordance with the Schedule of Prices will be awarded the highest score and all other Tenderers will be awarded pro rata scores on the relative competitiveness of their Contract Price compared to the lowest Contract Price e.g. (Lowest Contract Price / Contract Price \* 100) = X%.

11.3 Award Criteria & Weightings

|  |  |
| --- | --- |
| **Requirement** | **Score** |
| **Quality** | **60% of total** |
| Education sector experience | 15% |
| Ability to meet the specification | 25% |
| Project plan and timeline | 20% |
| **Price** | **40% of total** |
| **Total score (Quality + Price)** | **100%** |

**12. Indicative Timetable for Tender and Award of Contract**

Below are the key dates for the tender exercise and subsequent appointments:

|  |  |
| --- | --- |
| Tenders issued | **26th September 2019**  |
| Date for final questions to be asked by | **10th October 2019**  |
| Tenders to be returned | **16th October 2019, 12 noon** |
| Appointment | **By 23rd October 2019** |
| Commencement of contract | **28th October 2019** |
| Final report  | **By 29th November 2019** |
| Present to Governors | **TBC** |

Please note that all the dates referred to above are currently anticipated and may be subject to change.

**Section 2 – Background Information**

The **TEC Partnership** is the main trading brand and subsidiary companies of the Grimsby Institute of Further and Higher Education (GIFHE). Legal requirements, policies, data protection registration and other documentation relating to or as part of the operation of brands are part of GIFHE’s legal status.

The TEC Partnership and East Riding College have agreed in principle to a merger of the colleges.

East Riding College recently undertook a review of its strategic plan where the board identified that the opportunity of joining a wider group will deliver many benefits to the region and its coastal and rural communities. The review was supported by colleagues from the Department for Education’s Further Education Commissioner’s team and the Education and Skills Funding Agency.

**TEC Partnership**, is one of England’s largest providers of further and higher education. With a rich history of developing innovative training and education solutions for the community, the Partnership comprises of the Grimsby Institute, University Centre Grimsby, Scarborough TEC, Skegness TEC, The Academy Grimsby, Career 6, Modal Training and NET.

The Partnership is an Ofsted Outstanding provider and has Foundation Degree awarding powers.

Further information about the TEC Partnership can be found at <https://tecpartnership.com/>

**East Riding College** is a further education college with campuses in Beverley and Bridlington in the East Riding of Yorkshire, plus a smaller site in Hull. It is an ambitious College with excellent facilities. The College recently celebrated the 10-year anniversary of its Bridlington campus, which opened in 2009. More recently in 2015 the College opened the doors of a brand new campus in Beverley, making it one of the best equipped colleges nationally.

The College’s overall achievement rate puts it in the top 15% of general further education colleges nationally, making it the number one general FE College based in Yorkshire. It holds the Teaching Excellence Framework (TEF) Silver Award for higher education. It was also the first college in Yorkshire to gain chartered status, testament to its high quality of teaching and learning, governance and engagement with the local community and employers.

Further information about East Riding College can be found at <https://www.eastridingcollege.ac.uk/>

Consultation on the merger will commence shortly followed by the publishing of a formal consultation document.

Both interested parties now must undertake a due diligence process on each other for the purpose of timely, sufficient and accurate disclosure of all material statements/information or documents which my influence the outcome of the proposed restructuring.

The Deputy Chief Executive of the AoC and has advised the following about due dilligence:

* Taking a proportionate approach that suits the governors and stakeholders
* Commission professional advisors jointly
* Commission external auditors to do the work
* Do some of the due diligence with internal staff.

The due diligence process should:

* identify any key issues or “deal breakers”;
* assist in enhancing the understanding by each stakeholder of:
* critical success requirements;
* the legal and operational frameworks coming together;
* the current financial performance and prospects of the organisation, identifying key risks and sensitivities and how each stakeholder will deal with these;
* consider any post-restructuring integration required to support the delivery of planned benefits from the restructuring.

**Section 3 – The Requirement**

You are invited to submit a tender for the provision of Legal Due Diligence. The colleges are working on the basis that they will be appointing a firm independent of each other. It is anticipated that the tenderer will apply for one or the other but not both.

The objective of the legal due diligence report will be to provide an assurance that the transferee college is capable of taking on the assets and liabilities of the transferring college and comfort over the legal viability of the transferee college once it has taken on students, staff, assets and liabilities of the transferring college.

The colleges require that by the end of the due diligence timetable they:

* are in receipt of a due diligence report and supporting documentation to enable the colleges to make an assessment of the merger opportunity
* have all the information needed to be able to make a fully informed decision as to whether to proceed with the merger.

A prime objective of the professional adviser will be to identify any key issues and risks in connection with the proposed merger.

**Section 4 – Specification and Services Required**

A document “Area reviews of post-16 education and training institutions, Framework for Due Diligence” was published in October 2016 by the Department for Education. It is expected that the professional advisers appointed by the colleges will refer to this document to ensure their final due diligence report meets the needs of the colleges and other stakeholders. It is anticipated that most stakeholders will be given access to the due diligence report for information purposes only.

The indicative due diligence scope is based on the Department for Education guidance for FE Colleges undertaking a due diligence process.

**Please note there is no requirement as part of the specification to undertake a due diligence scope of pensions as this will be addressed under the financial due diligence process.**

**Indicative due diligence scope**

In the following scope, “college” refers to the college being acquired as part of the merger and “corporation” refers to the body that operates the college.

**1. General corporate information**

a. Verify general corporation/college information (e.g. full college name; the registered number; the date of establishment; and the registered office address).

b. Review the current and up to date instrument and articles of Government (or the equivalent corporate governance documents).

c. Review the corporation records and registers (including minute books, members’ resolutions, statutory books and corporation seals (if any)).

d. Consider any board rules or similar documentation to assess the exercise of the board’s powers, proceedings at meetings and other related matters.

e. Identify the person or persons authorised to execute documents on behalf of, or to exercise the corporate authority of, the corporation/college and the terms of his or her authority.

f. Where the college, board of governors or the business of the corporation/college is connected to a trust (including a charitable trust), consider the documents establishing the trust (and documents amending or otherwise varying the terms of that document), together with details of the names and addresses of:

i. all trustees of the trust;

ii. the principal beneficiaries of the trust; and

iii. any “protector” or other person with power to change the trust, trustees or beneficiaries.

**2. Contracts, commitments and trading**

a. Consider details or copies of any agreement, contact, transaction, obligation, commitment, understanding, liability or arrangement (written or oral) of the college, including any extensions, which:

i. is material to the college in terms of expenditure or revenue expectations (and an explanation of the materiality threshold used – see section 2 for more details on setting materiality);

ii. is incapable of termination by the college on three months’ notice or less without payment of compensation or any special or termination fees;

iii. directly or indirectly restricts the college’s freedom to carry on (or transfer) the whole or any part of its business in any part of the world in such manner as it sees fit;

iv. may be terminated in the event of any change in the underlying ownership or control of the college or would be materially affected by such change; and/or

v. under which the other party is likely to be relieved of any obligations or become entitled to exercise any right, power or remedy as a result of any change in the underlying ownership or control of the college.

b. Review all outstanding guarantees, indemnities, surety relationships and lets of credit provided by the college.

c. Review all contracts for rent, lease, hire, hire purchase, credit sale, conditional sale or purchase by instalments calling for payment aggregating, in any 12 month period, £5,000 or more.

d. Review all material standard form contractual documentation currently used by the college.

e. Identify all major supplies (that is, suppliers accounting for more than five per cent of goods/services supplied to the college) and review details and copies of all agreements/arrangements with those suppliers, the value of goods received in the last year from such major suppliers and copies of any standard terms of business used by those suppliers.

f. Identify all major customers/learners/clients (that is, customers/learners/clients accounting for more than five per cent of income for the college) and review details and copies of all agreements/arrangements with those customers/learners/clients.

g. Review all joint venture, partnership, limited partnership, consortium or syndication agreements and/or arrangements to which the college is a party or by which it is bound.

h. Review all contracts with intermediaries (e.g. consultants) entered into by the college.

i. Review all sub-contracting arrangements involving the college.

j. Review all contracts between the college and any Government entities.

k. Review any membership agreements and affiliations between the college and any trade associations and any rules or codes of conduct of such association together with details (if it be the case) of any non-compliance with such rules or codes of conduct.

l. Consider research and development/collaboration agreements involving the college.

m. Assess the details of any negotiations of material importance to the college that are currently in progress.

n. Investigate instances of any breach, invalidity, or grounds for determination, rescission, avoidance or repudiation of any contract to which the college is a party or of any allegation of such a thing.

o. Identify whether there are any person or persons together on whom the college is substantially dependent or the cessation of restructuring with whom would substantially affect the business of the college.

**3. Powers of attorney**

a. Review copies of outstanding powers of attorney and letters of authorisation regarding the signing of documents on behalf of the corporation/college.

**4. Grants and allowances**

a. Review details of any grant, allowance, aid or subsidy applied for or received from any supranational, national or local Government authority or agency during the last six years.

**5. Licences and regulatory compliance**

a. Identify all material licences, permits, consents and other permissions, authorisations and approvals relating to the business of the college.

b. Verify whether there is any indication that any licence, permit, consent, permission or approval relating to the college is likely to be varied, revoked or not renewed as a result of the merger or otherwise.

c. Review details of any material investigations or enforcement or other proceedings current, threatened or pending or which have taken place in the last three years against the college by any regulatory body together with any known circumstances which are likely to give rise to any such investigations or proceedings.

**6. Financing**

a. Review details of all loans to, and other borrowings by, the college together with copies of any documentation relating to such loans and borrowings and copies of all other documents the purpose of which is to raise money for, or provide finance or credit to, the college (including without limitation copies of all loan agreements, debt instruments, bond or loan stock trust deeds or indentures, fiscal agency agreements, commercial paper or similar facility documents, security documentation, guarantees, comfort letters and letters of credit).

b. Review details and copies of all existing and proposed overdraft, loan or other finance facilities available to the college from any source and the amounts outstanding under those facilities.

c. Review all charges and other security interest over any of the undertaking and assets of the college.

d. Obtain and review details of any non-compliance with the terms of any of the agreements referred to in this section and details of any event or circumstance which may be or become an event of default under, or breach of any of the terms of, any loan capital, borrowing, debenture or financial facility of the college or would entitle any third party to call for repayment prior to normal maturity.

**7. Litigation and arbitration**

a. Review and identify (including a copy of each judgment, decree, order of court or regulatory agency and settlement etc.) all current, pending, threatened or expected and concluded civil or criminal litigation, arbitration, industrial tribunal actions, mediation, administrative proceedings, Governmental inquiries or other disputes involving a claim exceeding £10,000 or seeking an injunction or declaration that may have a material effect on the business of the college.

b. Evaluate of the college’s ethical policies (including policies under, and measures put in place in compliance with, the Bribery Act 2010).

c. Consider the information regarding compliance by the college with, or complaints against or disputes with the college in relation to, any applicable health and safety legislation to which the college is subject.

**8. Assets**

a. Identify all material fixed assets (other than estates owned occupied or used by the college) and review details of any purchase price left outstanding.

b. Identify all material agreements and leases relating to plant, machinery and equipment of the college.

c. Review any agreements in relation to the development or installation of plant or facilities of the college.

d. Review documents relating to any charges, liens, mortgages, charges, security, claims, encumbrances, pledges, options, rights, leases, hire purchase agreements, retention of title, other restrictions or adverse rights of any description over the assets referred to above or commitments and agreements to create any of the same over the assets referred to above.

e. Obtain details of any asset of the college which is not:

i. adequate and fit for the purposes of the business of the college; or

ii. in good repair and condition; or

iii. in satisfactory working order; or

iv. properly serviced and regularly maintained; or

v. used exclusively for the business of the college.

f. Review documents relating to all motor vehicles owned or hired by the college, including log books and insurance arrangements.

**9. Property (this relates to the legal aspects of the estates scope)**

a. Identify all properties owned or occupied by the college or in which the college carries on operations (each a “Property” and together the “Properties”) including:

i. address;

ii. any title number;

iii. tenure and, if leasehold, term; and

iv. details of the use to which each Property is put.

b. Review, for each Property:

i. a completed “Estates Report Template” in the form set out in Schedule 1; and

ii. a plan suitable for local authority search purposes.

c. Investigate details of all previous known uses of the property prior to the college’s ownership or occupation.

d. Review all deeds and title documents in existence relating to the Properties or details of the whereabouts of the title deeds and the names and addresses of solicitors who acted on the purchase of freeholds and grant of leaseholds.

e. Review documents relating to any other real property occupied, used or controlled by the college or in respect of which the college has any estates, interest, right or liability (whether actual or contingent, secondary or otherwise).

f. Review all mortgages or charges or debentures or lien or other right in the nature of security or any option, right of pre-emption or right of first refusal affecting any of the Properties.

g. Review any covenants, restrictions, stipulations or other encumbrances (whether of a private or public nature) affecting the Properties which are of an onerous or unusual nature, or affect their value, or which conflict with the current use of the Properties.

h. Obtain confirmation that there are no subsisting contracts (oral or written) or negotiations in any way relating to any of the Properties including, without limitation, as to its disposal, the grant of any interest in or right or licence over or for the benefit of any Property or the entry into any covenant affecting or for the benefit of any Property.

i. In the case of leasehold properties, review the leases and of any sub-leases or tenancy agreements and of any licences relating to or outstanding notices affecting any of the Properties (including, where appropriate consents to assignment).

j. Obtain documentation relating to any current, pending or threatened disputes with landlords, tenants, adjoining owners or any other parties in relation to any of the Properties or confirmation that no such current pending or threatened disputes exist.

k. Identify the necessary utility services that supply the Properties (e.g. confirmation of drainage, water, electricity, gas and telephone services).

l. If the college is not in exclusive occupation of every part of each Property, review details of sharing of occupation and/or facilities between the college and any party not included in the merger.

m. Assess if there are any circumstances which (with or without taking other action) would entitle any third party to exercise a right of entry to, or take possession of, all or any part of the Properties, or which would in any other way affect or restrict the continued possession, enjoyment or use of any part of the Properties.

n. Obtain confirmation that the college has complied with all applicable statutory and bye-law requirements relating to construction and any alterations of the Properties and the current use.

o. Review building regulation consents, planning permissions and any agreements/planning obligations relating to any of the Properties.

**Indicative information request:**

|  |  |  |
| --- | --- | --- |
|  | **Area** | **Information required** |
| 1. | **Corporate Structure** | 1. Basic registration details, e.g. members/board of governors/registered office and registration number etc.
2. Constitutional documents/instrument of articles of Government
3. Statutory registers
4. Minutes and resolutions
5. Details about historical acquisitions/mergers/disposals
 |
| 2.  | **Banking and Finance** | 1. Existing financing arrangements
2. Overview of external financing arrangements
3. Overview of Government grants
4. Issues relating to termination, including break fees
5. Change of control/assignment/novation
6. Security
7. Guarantees/indemnities
8. Bank accounts, bank statements and mandates
9. Hire purchase, rental, leasing and similar arrangements
 |
| 3. | **Contracts**  | 1. Overview of contract categories (e.g. client / supplier / distribution / subcontractor)
2. Identification of material contracts/thresholds
3. Duration and termination provisions
4. Change of control/assignment/novation
5. Onerous/unusual provisions
6. Liability issues, including indemnities and caps
7. Governing law
8. Compliance with legal/regulatory requirements
 |
| 4. | **Grants / Subsidies** | 1. Overview of grants/subsidies
2. Term, interest and payment obligations
3. Change of control/assignment/novation
4. Issues relating to termination, including fees
 |
| 5. | **Estates** | 1. Premises occupied by the merging colleges2. Address, title details and registered proprietor3. Title, office copy entries and local authority searches4. Restrictions on title5. 3rd party occupational lease issues6. Identification of planning and use issues7. Current rent and rent review provisions8. Term, break and forfeiture provisions9. Change of control/assignment/underletting or overletting provisions10. Restrictions on charging11. Issues relating to termination, including reinstatement12. Statutory duties13. Identification of guarantee arrangements |
| 6. | **Disputes** | 1. Actual/potential disputes as claimant or defendant2. Identification of potential liabilities3. Historical claims and outstanding liabilities/obligations  |
| 7. | **Regulatory** | 1. Overview of applicable regulatory regimes
2. Compliance with regulatory requirements
3. Identification of actual/potential breaches
 |

**Section 5 – Tender Response Form**

**Name of Tendering Organisation:**

|  |
| --- |
|  |

**Tenderers are required to respond to each of the items below.**

**Contract Price (40%)**

Please complete the Schedule of Prices which will form part of your tender submission. The Schedule of Prices **MUST NOT** be altered in any way. Please include any explanatory notes in relation to the contract price below:

**Response:**

|  |  |  |
| --- | --- | --- |
| **Proposed Number of Days for**  | **Required number of days** | **Cost** |
| Partner |  |  |
| Director |  |  |
| Others |  |  |
| **TOTALS** |  |  |

**Quality (60%)**

1. Please provide details of your involvement in the Further Education sector and any relevant experience of merger activities.

**Response:** (Word limit 1000 - no other documents are required for this response.)

|  |
| --- |
|  |

1. Outline the approach that you will adopt to undertake the work detailed within the specification.

 **Response:** (Word limit 1000 - no other documents are required for this response.)

|  |
| --- |
|  |

1. Outline how your project plan would accommodate the College’s timetable to deliver the report as described in the specification. Your response should include a timetable of actions which shows the proposed length of the report writing stage and when the report will be delivered to the Colleges.

**Response:** (Word limit 1000. As part of your response, please submit an excel sheet detailing the project timelines to supplement details on the mobilisation procedure. Please do not submit a Microsoft Project Gantt chart)

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**Appendix** **A: Form of Tender (To be signed and submitted as part of your tender return)**

1. I/we the undersigned acknowledge receipt of the following contract documentation:
2. Instructions to Tenderers
3. Specification and Specific Requirements
4. Tender Questionnaire/Pricing Schedule
5. Form of Tender (Appendix A)
6. I/we hereby offer to provide the services set out therein and perform, fulfil and keep all the obligations of the contractor in accordance with the provisions of the contract conditions, and the specification, all for the sums properly due under the contract as calculated in accordance with the price schedules submitted.
7. I/we confirm that:
8. I/We are fully conversant with all the contract documentation, and;
9. this tender is submitted strictly in accordance with that contract documentation and that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected and;
10. I/we are aware of the legally binding character of the tender submission, and;
11. on being called to do so by the Chief Executive, I/we shall execute the form of agreement acknowledging our willingness to be bound by the contract documentation;
12. I/We certify that the details of this Tender have not been communicated to any other person within or outside the Colleges or adjusted in accordance with any agreement or arrangement with any other person, firm or company;
13. I/We also certify that I/We am/are not a party to a scheme or arrangement under which any other tenderer was reimbursed any part of his/her tender cost;
14. I/We understand that you are not bound to accept the lowest or any tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender;
15. I/We certify that this is a bona fide Tender.

**Signed for and on behalf of the Tenderer:**

Signed:

Position/Status:

Company Name:

Date Signed: