# SCHEDULE 04 – FORM OF TENDER

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| To be returned by 12:00 BST on 19th July 2023 |
| [insert company name] | [insert address] |
| [insert point of contact] |
| [insert email address] |
| [insert telephone number] |
| ITT: Project\_1355 – UK Pavilion at Expo 2025 Osaka – Design, Build, Maintain and Decommission (DBMD) |
| **Interpretations**1. Except where specified or the context otherwise requires, capitalised expressions in this Form of Tender shall have the meaning given to them in the definitions of this ITT.

**Declarations**1. We have examined the ITT and accompanying schedules set out in this ITT and hereby offer to provide the Services specified in this ITT and in accordance with the attached documents to the Client commencing 04/09/2023 for the period specified in this ITT.
2. If this Tender is accepted, we will execute the Contract in the form attached to the ITT in Schedule 06 and any other documents required by the Client following the end of the standstill period, if applicable.
3. We agree that:
4. pursuant to the Electronic Identification Regulation (EU) 910/2014 and the Electronic Communications Act 2000 the Contract may be executed electronically using the Client’s electronic tendering and contract management system:
5. we are legally bound to comply with the confidentiality provisions set out in this ITT;
6. any other terms or conditions or any general reservation which may be provided in any correspondence sent by us in connection with this Procurement shall not form part of this Tender without the prior written consent of the Client;
7. the Tender shall remain valid for 120 days from the closing date for Tenders specified in this ITT and subject to paragraph 3.6 of Part C of Section 3 of this ITT, for a further 30 days if the Tender is successful; and
8. the Client may disclose our information and documents (submitted to the Client during the Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.
9. We confirm that:
10. there are no circumstances affecting our organisation which could give rise to an actual or potential Conflict of Interest that would affect the integrity of the Client’s decision making in relation to the award of the Contract; or
11. if there are or may be such circumstances giving rise to an actual or potential Conflict of Interest, we have disclosed this in full to the Client.

We undertake and it shall be a condition of the Contract that:1. the amount of our Tender has not been calculated by agreement or arrangement with any person other than the Client and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Client;
2. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Client or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
3. we have not made arrangements with any other party about whether or not they may submit a Tender except for the purposes of forming a consortium.

I warrant that I am authorised to sign this Tender for and on behalf of the Tenderer and confirm that we have complied with all the requirements of this ITT. |
| **Signed** |  |
| **Print Name** |  |
| **Dated** |  |
| **In the Capacity of** |  |
| **Authorised to sign Tender for and on behalf of** |  |