**FORM OF TENDER**

Tender for: CORE EDUCATION TRUST, Rockwood Academy

Site: Rockwood Academy, Naseby Road, Alum Rock, BIRMINGHAM, B8 3HG

To: CORE Education Trust, Naseby Road, Alum Rock, BIRMINGHAM, B8 3HG

From: [ ]

We have examined the Invitation to Tender and following documents it referred to:

* The various Annexes;
* The Employers Drawings;
* The Preliminaries/Specification/Works/Pricing Schedules;
* The Contract and the related conditions and modifications;

We offer to carry out the whole of the Works as described in and in accordance with the documents referred to in this Tender for the sum of:

£..............................................................................................................................................................................

(in words) …...........................................................................................................................................................

................................................................................................................................................................................

(exclusive of VAT)

* within [ ] weeks from the Date of Possession,

Our fully priced document(s) and other documents required by the Invitation to Tender are attached.

We agree that if any obvious errors in pricing or errors in arithmetic are discovered in the priced document(s) before acceptance of this offer, they shall be dealt with in accordance with the Alternative 1/~~Alternative 2~~ procedure as described in the JCT Tendering Practice Note (2012).

For the purposes of any guarantee requirements set out in the Contract Particulars our parent company, namely:

(Registered No ) whose registered office is at

Has confirmed its willingness to execute and deliver to you a guarantee in the specified form and has completed the Parent Company Guarantee Undertaking included in the tender documents.

For the purposes of any bond requirements set out in the Contract Particulars our surety, namely .................................................. (Registered No ) whose registered office is at

Has confirmed its willingness to execute and deliver to you a bond in the specified form and has completed the Performance Bond Undertaking included in the tender documents.

We undertake and agree that upon acceptance by you of this Tender by notification in writing by the Chief Executive or other Chief Officer of the Council (or such other officer as may be nominated by them), the said Tender and the said Agreement shall from the date of such notification constitute a binding Contract between us.

We undertake that in the event of acceptance of this offer, we will execute a formal contract with the Employer incorporating all the terms and conditions referred to in this offer within 7 days of being required to do so. If we fail to execute and return the Contract Agreement prior to the contract start date we acknowledge that we will be liable for any consequent delay and/or costs.

Please indicate if currently, or within the last three years, you have, or have been, a party to any scheme or arrangement under which:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Yes | No |
| (a) | You communicate the amount of your tender to any other person or body before the contract is let; |  |  |
| (b) | Any other tenderer for the works is reimbursed any part of their tendering costs |  |  |
| (c) | Your tender prices are adjusted by reference directly or indirectly to the prices of any other tender for the works |  |  |
| (d) | A blacklist (as defined by the Employment Relations Act 1999 (Blacklists) Regulations 2010) operates. |  |  |

Any Tenderer that answers “Yes” must provide in a separate Appendix a summary of the circumstances and any remedial action that has taken place to effectively “self clean” the situation referred to in that paragraph to the satisfaction of the Employer. The Tenderer shall, as a minimum, prove that it has:

* Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* Clarified the facts and circumstances in a comprehensive manner by actively collaborating with investigating authorities; and
* Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated by the Employer taking into account the gravity and particular circumstances of the offence or misconduct. If such evidence is considered by the Employer (whose decision shall be final) as sufficient, the Tenderer concerned shall be allowed to continue in the procurement process. Where the measures are considered by the Employer to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

This tender remains open for acceptance for a period of SIX calendar months from the date of the tender

Signed by or on behalf of:

Signature:…………………………………………………………………………………………………………………….

Position:………………………………………………………………………………………………………………………

Date: ………………………………………………………………………………………………………………………….