

INSTRUCTIONS FOR TENDERERS

CONTRACT NO. 428527

Introduction

1. In the interests of fairness, all tenderers are required to submit their tenders in accordance with these instructions and any further requirements contained in the invitation letter. Failure to comply could invalidate your tender.
2. If you do not wish to submit a tender, it would be helpful if you would contact us stating your reasons, although you are of course not under any obligation to do so.

Submission of Tenders

3. You should send your tender in a plain envelope with the word '**Tender**' and **the contract number** written on it to arrive at the address shown not later than the date and time stated in the attached letter (unless the date is subsequently amended in writing by the Assembly).
4. The envelope and any other packaging or labelling **should not identify the tenderer.** (You should note that courier firms often put the sender's name and address on their outer envelopes.)
5. The Assembly will safeguard all tenders received and open them following the expiry of the tender deadline.
6. **All** late tenders, whatever the reason, will be rejected. It is your responsibility to ensure that your tender is delivered on time.
7. In cases of urgency you may send your tender by facsimile. In this case:-
 - a. specific prior approval must be obtained from the Assembly's officer nominated in the tender letter;
 - b. tenders will only be admitted on the due date specified on the tender letter between the hours of 09.00 and the tender deadline;
 - c. tenders are only admissible subject to the original and complete tender documents being received within 2 working days and being identical with the advance copy sent by facsimile.
8. You must not alter any of the Assembly's tender documents.
9. Tenders may not be considered if any of the information requested is not supplied with the tender or the tender is otherwise non-compliant or incomplete.
10. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award. The only exception is if you need an insurance quotation to calculate your tender price, in which case you may give your insurance company or broker any essential information they ask for, provided that you do so in strict confidence.
11. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.

12. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price. The only exception is where tenderers are considering joint or team bids, which will be allowed providing all participants to the discussions surrounding the bid are clearly stated in the tender response. (See also **Group Bids** below)
13. Tender documents may not be transferred to anyone (other than the firm named in the tender letter) without the prior specific approval of the Assembly in writing.
14. You must ensure that your tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated where required. Any amendments you make to your tender prior to submission must be initialed and preferably also noted separately.

Tender Validity

16. The Assembly will assume that your tender will remain open for acceptance for a minimum of 60 days from the tender deadline or for such other period as it may specify, unless you specifically state a different period in your tender.

Group Bids

17. In the event of a group of service providers, suppliers or contractors submitting an acceptable offer, the group will be required to nominate a lead partner with whom the Assembly can contract. Alternatively, the group will need to form themselves into a single legal entity before the contract is awarded. An undertaking that the group will so form themselves must be provided when the tender is submitted.

Acceptance of Offers

18. You should note that:
 - a. the Assembly reserves the right not to accept the lowest, or any, tender;
 - b. unless you make any formal statement to the contrary, the Assembly reserves the right to accept any part of the tender without accepting the remainder
 - c. acceptance of a tender/award of contract will be by written communication from the Assembly.

Alternative Tenders

19. If you wish, you may tender on the basis of an alternative specification but, if you do this, you must also submit a separate primary tender based strictly on the enclosed specification. Alternative tenders must be fully priced to show clearly how and where costs differ from the primary tender. You should also note that the Assembly reserves the right to accept an alternative tender without recourse to re-tendering.

Trading Names/Invoicing

20. If your tender is submitted in the name of one company or organisation but you intend submitting invoices in the name of another, or require payments to be made to another, please give full details. There may otherwise be a delay in making payments.

Specification of Standards

21. Where reference is made to an International, European or British Standard, you may offer an equivalent to any of these provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified.

Orders

22. All orders under the contract will be placed either by means of the Assembly's official Purchase Order forms, examples of which will be provided to the successful tenderer(s), or as otherwise stated by the Assembly. Urgent orders may be given orally in accordance with the contract and will be subsequently confirmed in writing.

Transfer of Undertakings (Protection of Employment) Regulations

23. The attention of tenderers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). In some cases, where work being carried out by one contractor is subsequently awarded to another organisation, such a transfer of work **may** constitute a 'transfer of an undertaking' for the purposes of TUPE.
24. TUPE provides that, where there is a transfer of an undertaking (or possibly part of one), the new employer takes over any employment liabilities and the responsibility for the employment contracts of the employees, who then transfer on their previous terms and conditions of service. As a successful tenderer may be a potential transferee for the purposes of TUPE, tenderers should seek legal advice as to whether TUPE will be likely to apply to the proposed contract and, if so, to reflect the financial implications of such a transfer in their tender. In such cases, as the Assembly will be neither transferee nor transferor for the purposes of TUPE, the application of TUPE is a matter for each tenderer to clarify with its legal advisers. If TUPE is deemed to apply, then the financial implications are a matter for discussion solely between the prospective tenderer and the existing contractor.

FORM OF TENDER

To be returned by Contract No: 428527

TENDER FOR:

To East Midlands Regional Assembly

1. I/we have read the documents listed below and, subject to and upon the terms and conditions contained in the said documents, I/we offer to provide the Services specified, at the rates quoted by me/us.

2. **Terms and Conditions.** I/we agree that this tender and any contract which may result from it shall be based upon the documents listed below.

- (i) Form of Tender
- (ii) General Conditions of Contract for Services Nos. 1 to 33
- (iii) Tender Brief
- (iv) My tender (and any amendments to it agreed in writing)

and for the avoidance of doubt

- (v) Invitation to tender letter
- (vi) Instructions for Tenderers

I/we agree that any other terms or conditions of contract or any reservations which may be printed on any correspondence or document from me either in connection with this tender, or any contract resulting from this tender, shall not be applicable to the Contract.

3. **Law.** I/we agree that any contract that may result from this tender shall be subject to the law of England and Wales

4. I/we have abided by the requirements set out in the Instruction for Tenderers, including confidentiality.

5. The prices quoted in this tender are valid for 60 days from the tender return date.

6. Price Schedule

For all of the work (including travel and subsistence) described in the specification, firm price of:.....

(Consider as option if buying service but cannot define scope of work to allow firm total price - and also consider as option for firm price contracts to allow for variations)

All prices/fees quoted are to be exclusive of VAT.

(VAT rate applicable:.....)

Signed.....in the capacity of.....

Duly authorised to sign tender for an on behalf of (in **BLOCK CAPITALS**).....

.....

Postal Address.....

.....Tel No.....

.....Fax No.....

.....Date.....

Tender document enclosed consisting of ___ pages and ___appendices and other supporting documentation - _____ (to be completed by the contractor)

Tender opened at ___ am/pm on ___/___/___ (to be completed by the Assembly)

Signature of opening officer _____ for the Regional Assembly

Opened in the presence of _____ for the Regional Assembly
(only sign if all documents listed above are received)