#### FORM OF TENDER

**FOR**

**REQUEST FOR APPLICATIONS**

**FOR**

**APPOINTMENT TO A MULTI-PARTY FRAMEWORK AGREEMENT**

**FOR**

**ASBESTOS REMOVAL AND DISPOSAL CONTRACTORS**

**FOR**

**THE HEALTH SERVICE EXECUTIVE HSEHEALTH SERVICE EXECUTIVE (HSE)**

# Form of Tender

**Name of Applicant : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**To: The Health Service Executive (HSE)**

Having read and understood the Instructions (including the Framework Agreement & associated Schedules) we hereby tender to provide Asbestos Removal and Disposal Services for the Health Service Executive (HSE).

We confirm that this Tender offer shall remain open for acceptance by you for a period of six calendar months from the Tender Deadline.

We understand that you are not bound to accept the lowest or any Tender that you receive, and that you may, at your discretion, terminate the competition at any time.

We are hereby tendering to provide Asbestos Removal and Disposal for the Health Service Executive (HSE) sought on the basis of the information contained in the Instructions Document, the Framework Agreement & associated Schedules and we understand and acknowledge that the essence of tendering is that the client shall receive bona fide competitive tenders from all economic operators tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the prices tendered by or under or in accordance with any agreement or arrangement with any other person.

We also certify that we have not done and insofar as we are aware neither has any employee, consultant, advisor, agent, officer or sub-contractor of any tier of any organisation connected to the Applicant done and we undertake that we will not at any time do any of the following acts:

1. Communicate to a person other than the person calling for this tender the amount or approximate amount of our proposed prices or terms of the tender;
2. Enter into any arrangement or agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount or terms of any tender or the conditions on which any tender is made that he shall refrain from tendering or as to the amount of any proposed prices to be submitted;
3. Offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above;
4. Cause or induce any person to enter into such an agreement as is mentioned in paragraph (i) and (ii) above or to inform us of the amount or the approximate amount or terms of any rival tender for the Framework Agreement;
5. Commit any offence under the Competition Acts 2002 - 2014;
6. Canvass any officer, employee, representative, or adviser of the HSE in connection with the proposed award of the Framework Agreement;
7. Contact any of the persons referred to in paragraph (vi) above about any aspect of the Framework Agreement including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Applicant of such person for the purpose of the Framework Agreement or for soliciting information in connection with the Framework Agreement;

We also undertake that we shall not procure the doing of any of the acts mentioned in Paragraphs (i) to (vii) above before the hour and date specified for the return of the tender nor (in the event of the tender being accepted) shall we do so while the resulting Framework Agreement continues in force between us (or our successors in title) and the HSE.

In this Form of Tender the word “person” includes any persons and any body or association, corporate and unincorporated, legal or natural and “agreement” or “arrangement” includes any such transaction, formal or informal, and whether legally binding or not, and the plural includes the singular.

Other terms used in this Form of Tender shall have the same meaning as in the Framework Agreement and the Instructions Document.

Having examined the Tender Documents including the Instructions Document, the Suitability Assessment Questionnaires and associated Supplements and Appendices, the Framework Agreement and the Pricing Document, we hereby submit our notional Fixed Price Lump Sum Tender to provide Asbestos Removal and Disposal Services for the Health Service Executive (HSE) and also to provide the services of Project Supervisor for Construction Stage for the total sum of (in words). (Total Carried Forward from General Summary Page of Pricing Document).

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| --- | --- | --- |
| Fixed Price Lump Sum (In words)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **Made Up As Follows:** | | |
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| **1.** | Preliminaries | € ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| **2.** | Asbestos Removal & Disposal | € ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| **3.** | Re-insulation of pipework | € ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
|  | **Total Amount of Notional Tender (ex VAT)** | **€ ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Ceiling Rate**

Applicants applying for appointment to the Framework for “Asbestos Removal and Disposal Services for the Health Service Executive” must provide a maximum daily rate for site supervision (ceiling rate) and include this rate in the preliminaries section of the Pricing Document. This ceiling rate shall be carried forward to the space provided below in this Form of Tender.

The ceiling rate provided in this Form of Tender will establish the maximum daily rate for adequate site supervision, (ref sections 3.4a and 3.4b of the Suitability Assessment Questionnaire) that may be proposed at Mini Competition stage. Contractors who submit responses to a Mini Competition may reduce the maximum daily rate submitted in this Form of Tender but may not exceed the rate. This ceiling rate shall be fixed as the maximum rate applying over the initial two-year term of the Framework only.

|  |  |  |
| --- | --- | --- |
| **Ceiling Rate** | **Unit** | **Rate €** |
| Maximum daily rate for site supervision | Day |  |

**Intention to Sub-contract**

The Applicant shall confirm their intentions in relation to sub-contracting as follows:

We intend to subcontract: [Applicant to Tick Box]

🞎 None of the works

🞎 All of the works

🞎 Elements of the works as follows:

***Applicants must confirm their intentions in relation to sub-contracting. Failure by the Applicant to declare an intention to sub-contract may lead to exclusion from the Framework should this information come to light at a later date***

**Duly authorised to sign on behalf of the Applicant:**

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Capacity or authority of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**On behalf of (Registered Company Name**

**or Trading Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**­­­­Companies Registration Office (CRO) Number­­­­­­­­­­­­­­­ (if applicable):­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Postal Address of Registered Head Office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VAT Number or VIES Number: ­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[**www.supplygov.ie**](http://www.supplygov.ie) **(SupplyGov) ID (if available): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**