**Form of Tender**

To: University Of Westminster

From: (Insert Supplier Name Here)

**In response to the Invitation to Tender:**

1. I/We have read the information provided in your Invitation to Tender and, subject to and upon the terms and conditions contained in the Invitation to Tender, I/We offer to supply the Works or Goods/Services described in such manner as defined.

2. I/We confirm that I/We am/are authorised to complete the Form of Tender.

3. I/We agree that the Tender Offer, and any Contract which may result there from, shall be made upon the University of Westminster proposed Terms and Conditions of Purchase.

4. The specification, information and prices offered in this Tender are guaranteed to be held as valid for 90 days plus the duration of the contract. I/We confirm that the terms of the Tender will remain binding upon me/us and may be accepted by the Employer at any time before that date.

5. I/We confirm that the prices in the Tender Offer have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.

6. Unless otherwise required by law, I/We have not knowingly disclosed the prices which have been quoted in the Tender Offer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed.

7. I/We confirm that I/We have made no attempt, or will make no attempt, to induce any other person or firm to submit or not to submit a Tender Offer for the purpose of restricting competition.

8. I/We agree that any other terms or conditions or any general reservation which may be printed on any correspondence emanating from my/our organisation in connection with this Tender or with any contract resulting from this Tender, shall not be applicable to this Tender or to the contract.

9. I/We understand that the Employer is not bound to accept the lowest, or indeed any Tender.

10. I/We agree that the construction, validity, performance and execution of any Contract that may result from this Tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England.

11. We agree to bear all cost incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.

12. /We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender or with any contract resulting from this tender, shall not be applicable to this tender or to the contract.

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| For and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(‘the Provider’)** |
| Signed: Name: Date:  |
| Business Title:  |