

Note to Applicants: An unamended copy of this document must be signed by an appropriate person with the authority to commit the Applicant to the Tender offer and the Framework Agreement. This document should be signed (either wet or electronic format) and attached to the response submission.

APPENDIX 1

FORM OF OFFER

Renal Replacement Therapies Services, Technologies and Consumables 2019/S 205-499640 (the “Framework Agreement”)

To: Doncaster & Bassetlaw Teaching Hospitals NHS Foundation Trust

Address: Armthorpe Road, Doncaster, DN2 5LT

For the Attention of Amy Jones

I/We the undersigned (the “Applicant”), hereby tender and offer to provide Doncaster & Bassetlaw Teaching Hospitals NHS Foundation Trusts, wishes to procure a satellite haemodialysis service maintaining provision for the Bassetlaw and Dearne Valley areas as listed below and as more particularly referred to in the Invitation to Tender (ITT) supplied to me/us for the purpose of tendering and upon the terms thereof.

In the event that my/our Tender is accepted:

1. I/We confirm that I/we will enter into the contract as issued with the ITT and which consists of:

1. the Call–off Terms and Conditions for the Managed Services Terms and Conditions as issued in the ITT and with no Applicant amendments;
2. the Specification (as varied by the Tender submission if any such variations are accepted by NHS Supply Chain)
3. the Pricing Schedule (based on the Assumptions on Pricing set out in the ITT) as submitted by the Applicant
4. the requirements set out in the ITT;
5. NHS Supply Chain and Doncaster and Bassetlaw Teaching Hospitals NHS Foundation Trust Supplier Code of Conduct
6. The Schedules and other documents as submitted by the Applicant and as accepted by NHS Supply Chain.

2. I/We undertake:

(i) to execute the contract (subject to such agreed variations to the Specification) within 14 working days of such acceptance (or otherwise as agreed with NHS Supply Chain) and if required in the interim supply the Goods and/or Services in accordance with the Framework Agreement (and 2.(ii) below) if necessary;

(ii) to supply the Goods and/or Services in respect of which its offer is accepted to the exact quality, sort and price specified in the Specification and Pricing Schedule in such quantities, to such extent and at such times and locations as ordered; and

(iii) that this offer is made in good faith and that I/we have not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person

I/We certify that I/we have not and undertake that I/we will not:

(i) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer, for insurance purposes or for a contract guarantee bond;

(ii) enter into any arrangement or agreement with any other person that I/we or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

I/we hereby certify that I/we have not canvassed and will not canvass any member, Director, employee or adviser of Doncaster & Bassetlaw Teaching Hospitals NHS Foundation Trust, NHS Supply Chain or Supply Chain Coordination Limited in connection with the proposed award of the contract by NHS Supply Chain, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we agree that Doncaster & Bassetlaw Teaching Hospitals NHS Foundation Trust may, in consideration of this bid, and in any subsequent actions, rely upon the statements made in this Form of Offer.

I/We confirm that the prices in my/our tender will remain firm and open for acceptance for a period of 3 months from the Tender Closing Date and Time.

I/We understand that Doncaster & Bassetlaw Teaching Hospitals NHS Foundation Trust may award the contract to more than one supplier, reserves the right to accept or refuse this Tender, or any part of this Tender, whether it is lower, the same, or higher than any other Tender. No obligation to procure any part of the contract will arise except in respect of such Goods and/or Services as are actually ordered and delivered under the agreement.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

Signed by

Name……………………………………… Position……………………………………………..

And

Name……………………………………… Position …………………………………………….

For and on behalf of

Name of Applicant …………………………………………………………………………………