Schedule One(a) – Tenderer Response

Healthcare Improvement Services

Tenderers are required to complete all the sections (taking into consideration the word count limits applied) and return the completed tender to the Authority. Please answer all questions as failure to do so may result in the tender being considered non-compliant and rejected. Where questions do not apply, please mark as “N/a” (Not Applicable) and provide a brief explanation as to why this is so.

1. Organisation details
2. Tenderer name

Please confirm the name of the Tenderer\*:

|  |  |
| --- | --- |
| Tenderer Name: | [Insert Tenderer name here] |

* Full name of organisation tendering (or of organisation acting as the lead contact where a consortium bid is being submitted)

1. Contact details\*

Tenderers must provide contact details for this tender.

|  |  |
| --- | --- |
| Contact Name\* |  |
| Telephone number |  |
| Email address: |  |
| Address: |  |

* Contact is the person responsible for any queries relating to this proposal

1. Organisation details

|  |  |
| --- | --- |
| Registered Office Address |  |
| Company or charity registration number |  |
| VAT registration number |  |
| Name of immediate parent company (if applicable) |  |
| Name of ultimate parent company (if applicable) |  |
| Type of organisation |  |
| If Other, please specify |  |

1. Consortia & Sub-Contracting

Please specify the type of Tenderer that is responding to this opportunity:

|  |  |
| --- | --- |
|  | Tick one box only |
| Type A: An organisation able to provide all the requirements itself |  |
| Type B: An organisation bidding in the role of Lead Contractor and intends to use third parties to provide some of the services |  |
| Type C: An organisation / group able to provide all the requirements as a consortium |  |

|  |
| --- |
| Please indicate the composition of the supply chain, indicating which member of the supply chain will be responsible for which elements of the requirement. (This may be provided diagrammatically.) |
|  |

A consortium can rely on the capacity of other members of the consortium regardless of the legal nature of the link between the different members of the consortium. The Authority may ask for evidence that the resources necessary to perform the contract will be available and may require an undertaking/guarantee to that effect.

Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in the response above. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided.

However, please note the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006.

The Authority reserves the right to require a consortium, if successful, to adopt such structure as may be considered by the Authority to be appropriate to the requirements of the contract.

1. Non-UK businesses

Please confirm the following

|  |  |
| --- | --- |
| 1. Is the business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set of in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state) |  |
| 1. Is it a legal requirement in the country where the Tenderer are established to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement |  |

| If the response to A.5(b) is yes, please provide details of what is required and confirm that compliance has been achieved |
| --- |
|  |

1. Grounds for mandatory rejection

In some circumstances, the Authority is required by law to exclude Tenderers from participating further in the procurement.

If “NO” cannot be answered to every section in this question it is unlikely that this application will be accepted.

Please provide a response of “YES” or “NO” to each question below.

| Has your organisation or any directors or partner or any other person who has power of representation, decision or control been convicted of any of the following offences? | Response |
| --- | --- |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA |  |
| 1. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption |  |
| 1. the offence of bribery, where the offence relates to active corruption;   ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of | |
| * 1. the offence of cheating the Revenue |  |
| * 1. the offence of conspiracy to defraud |  |
| * 1. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978 |  |
| * 1. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006 |  |
| * 1. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994 |  |
| * 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or |  |
| * 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969 |  |
| * 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| * 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006 |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |
| eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 |  |
| 1. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State |  |
| 1. For any situation which is similar to (a) through to (f) above (please provide details below) | |
|  | |

1. Grounds for discretionary rejection

The Authority is entitled to exclude from consideration organisations to which any of the following apply, but may allow bidding to proceed.

If you cannot answer “NO” to every question, it is possible that your application will not be accepted.

In the event that any of the following does apply, please set out full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether, or not you will be able to proceed any further in respect of this procurement exercise.

| Is any of the following true of your organisation | Response |
| --- | --- |
| 1. Being an individual   is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state) |  |
| 1. Being a partnership constituted under Scots law   has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate |  |
| 1. Being a company of or any other entity within the meaning of section 255 of the Enterprise Act 2002   has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state |  |
| Has your organisation | |
| 1. been convicted of a criminal offence relating to the conduct of his business or profession |  |
| 1. committed an act of grave misconduct in the course of his business or profession |  |
| 1. failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established |  |
| 1. failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; |  |

|  |  |
| --- | --- |
| Additional detail | Response |
| 1. The supplier must state whether, from 1st April 2013 onwards, any of its tax returns submitted on or after 1st October 2012: 2. has given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; and/or |  |
| 1. has been found to be incorrect as a result of:  * HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or * a tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle ; or * the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established. |  |
| If answering “yes” to either h) (i) or h) (ii) above, the supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Authority to take into consideration. This could include, for example:   * Corrective action undertaken by the supplier to date; * Planned corrective action to be taken; * Changes in personnel or ownership since the OONC; or * Changes in financial, accounting, audit or management procedures since the OONC.   In order to consider any factors raised by the supplier procuring Authorities will find it helpful to have the following information:   * A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc. * Where the OONC relates to a DOTAS, the number of the relevant scheme. * The date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended. * The level of any penalty or criminal conviction applied. | |
|  | |
| 1. Is guilty of serious misrepresentation in providing any information referred to within this regulation or regulation 24, 25, 26 or 27, or has not provided such information in response to a request by the contracting authority |  |
| For any situation which is similar to (a) through to (i) above, please provide details below | |
|  | |

1. Organisational size / headcount

Tenderers should note that this response has no weighting and is not evaluated under this Procurement. The response is required from the Tenderer alone.

Please provide details of the Tenderer’s staff numbers. (This is the average annual numbers of both staff and managerial staff employed over the last trading year.)

|  |  |  |
| --- | --- | --- |
|  | Reference Year | Average AWU\*\* |
| The average staff number should be expressed in annual work units (AWU) |  |  |

\*\* Anyone that has worked full-time within the enterprise, or on its behalf, during the reference year counts as one unit. Part-time staff, seasonal workers and those who did not work the full year are treated as fractions of one unit.

1. Financial information

The purpose of the financial information section is to enable the Authority to confirm the identity and financial capacity and standing (and by inference financial capability) of a Tenderer and/or consortium member. It tests the solvency and ability to meet ongoing liabilities as they fall due, and the financial capability to undertake the procurement. The financial evaluation grading (on a simple Pass / Fail basis) relating to financial status is proportionate to the value of the procurement.

This section must be completed by the Tenderer in respect of itself and each consortium party (if a Type C bidding entity (see question A.4)). A Type B (see question A.4) bidding entity need only respond to this section in respect of itself.

Please identify which organisation to which the following details apply:

|  |  |
| --- | --- |
| Organisation Name |  |
| Organisation Status |  |

1. Financial standing

Please provide **one** of the following set out below

|  |  |
| --- | --- |
|  | Status |
| A copy of your audited accounts for the most recent two years |  |
| A statement of turnover, profit & loss account and cash flow for the most recent year of trading |  |
| A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position |  |
| Alternative means of demonstrating financial status if trading for less than a year |  |

1. Additional financial information

Tenderers should provide the information requested in the attached form for all consortia members (if applicable).



1. Technical and Professional Ability (Regulation 25)

Where the Tenderer is a special purpose vehicle and not intending to be the main provider of the services, the requested information should be provided in respect of the **principal** intended provider(s) of the services.

1. Organisational capability - 80%

* Please provide details of the experience that the Tenderer (as an organisation) has in the delivery of services similar to those required under this contract. This experience should be directly related to the service outcomes and deliverables required under this contract and be evidenced with contract examples.
* Please include details of up to three contracts from either, or both, the public and private sectors, that are relevant to the Authority’s requirement(s). Contracts for the supply of services should have been performed during the past three years.
* If the Tenderer is operating in a “management” capacity (e.g. as part / lead of a consortium), then this management integration capability should be evidenced along with the operational delivery activities.

|  |
| --- |
| Tenderer Response |

1. Staffing (knowledge base) – 20%

Please detail the number of staff available to the Tenderer (including consortia members and named sub-contractors where appropriate) carrying out of services directly relevant to those required.

|  |
| --- |
| Tenderer Response |

**Tenderers should note the following:**

* **The weightings provided indicate the relative importance of each question (which should be taken into consideration when constructing a response);**
* **Tenderers should reference Section Three, paragraph 6 of Part A of the ITT for further detail.**

1. Solution Proposal

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.1 | Weight | **4%** | Word GUIDE | **500** |
| Information request | | Tenderers must provide a concise summary highlighting the key aspects of the proposal. | | | |
| Subject | | Overview | | | |
| Criteria | | Tenderer shows the require understanding of the aims and objectives of the programme, the complexity and issues, environment and other factors relating to the work required | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.2 | Weight | **32%** | Word GUIDE | **1000** |
| Information request | | Tenderers must provide a method statement detailing how it is proposed to fulfil the Authority’s requirements (as described in the Specification). This should include a description of how it is intended to obtain, deliver and sustain the services for all aspects of the requirement.  The method statement must be cross-referenced to each specific service element contained in the Specification. | | | |
| Subject | | Method statement | | | |
| Criteria | | The proposed method is in accordance with the specification and demonstrates a method, approach, actions, inputs and outputs that provide a high degree of confidence to the panel that the aims and objectives of the programme will be delivered and the benefits realised. | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.3 | Weight | **8%** | Word guide | **750** |
| Information request | | Please provide details of the qualifications and experience of the individual(s) whose responsibility will be to ensure that the requirement is delivered. (This may be a Partner, Project Manager, Lead Consultant or similar. If there is a specific Project / Delivery Lead for each (or a set of) specific deliverables, then the details for all Project / Delivery Leads should be provided.) | | | |
| Subject | | Operational leadership / management | | | |
| Criteria | | The Tenderer’s response shows that it:  - Has made Project / Delivery Lead arrangements that are sufficient and suitable  - Has made Project / Delivery Lead arrangements with individual(s) that have the appropriate qualifications and experience to manage the scope of the requirements | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.4 | Weight | **12%** | Word guide | **750** |
| Information request | | Please provide details of the key team members (highlighting the role each will undertake) in delivering the requirement(s). Tenderers must demonstrate that the personnel proposed have direct experience of being involved with similar requirements and that each member has the relevant skills and competencies to fulfil the specific roles identified. | | | |
| Subject | | Proposed technical resources capability and capacity to deliver the services | | | |
| Criteria | | The Tenderer’s response shows that it  - Will apply resources that have with appropriate skills  - Will apply resources that have with appropriate experience and qualifications | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.5 | Weight | **4%** | Word guide | **750** |
| Information request | | The Tenderer must outline the processes and resources it proposes to use in order to fulfil the Authority’s requirements:  Tenderers should demonstrate how it will  i) Comply with the timetable;  ii) Manage delivery to budget; &  iii) Adhere to the required quality standards.  iv) Monitor and report on the Authority’s management information requests and key performance indicators | | | |
| Subject | | Project Delivery Management | | | |
| Criteria | | Project delivery management response provides a high degree of assurance that the tenderer will ensure the aims and objectives are met to time and cost | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.6 | Weight | **4%** | Word guide | **750** |
| Information request | | The Tenderer must include a risk register of those risks that it sees as relevant to the Contract and how it would mitigate and manage such a risk profile. | | | |
| Subject | | Risk Management | | | |
| Criteria | | The tenderers response shows that it has an excellent understanding of project risks, has articulated and assessed them appropriately and has identified an appropriate range of actions to mitigate and/or manage those risks. | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.7 | Weight | **4%** | Word guide | **750** |
| Information request | | The Tenderer must provide proposals for the communication between the Authority, the Tenderer and stakeholder/other interested parties. This should include proposals regarding the frequency of meetings, the named contacts (and their responsibilities) and the method(s) of contact. | | | |
| Subject | | Communication | | | |
| Criteria | | The tenderers response demonstrates a clear understanding of the relevant stakeholders, their position/involvement, actions required to manage engagement and communications to ensure programme delivery | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.8 | Weight | **8%** | Word guide | **750** |
| Information request | | Tenderers must indicate its plans for the transfer of knowledge and skills from this activity back to the Authority during and at the end of the contract. | | | |
| Subject | | Contract Transfer and Exit Strategy | | | |
| Criteria | | The Tenderer knowledge transfer arrangements and exit strategy is credible and can achieve the required outputs | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.9 | Weight | **4%** | Word guide | **750** |
| Information request | | Tenderers must identify any areas of Authority responsibility NOT already detailed within the Specification. | | | |
| Subject | | Authority responsibilities | | | |
| Criteria | | The Tenderer response does not impose additional material and adverse risk, responsibility or cost onto the Authority. | | | |

|  |
| --- |
| Tenderer Response / Additional commentary |

Guidance to Tenderers:

Tenderers should respond directly to the information request above in the context of describing how it intends to fulfil the requirements of the Specification in the context of the guidance provided in Part A, paragraph 6 of the tender.

Schedule Four – Confidential & commercially sensitive information

1. General
   1. All the information that the Authority supplies as part of this Contract may be regarded as Confidential Information as defined in Condition 1 (Definitions) of Section Three – Conditions of Contract.
   2. The Contractor considers that the type of information listed in paragraph 2.1 below is Confidential Information.
   3. The Contractor considers that the type of information listed in paragraph 2.2 below is Commercially Sensitive Information.
2. Types of Information that the Contractor Considers to be Confidential
   1. Type 1: Confidential information:

|  |  |  |
| --- | --- | --- |
| Information considered confidential | Reason for FoIA exemption  (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. Type 2: Commercially sensitive information:

|  |  |  |
| --- | --- | --- |
| Information considered commercially sensitive | Reason for FoIA exemption  (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |
|  |  |  |

Schedule Five – Administrative instructions

1. Authorisation
   1. The person shown below person shall act as the Authority's Representative on all matters relating to the Contract:

|  |  |
| --- | --- |
| Name | **To be confirmed at Contract Award** |
| Contact Details | **To be confirmed at Contract Award** |

* 1. The Authority's Representative may authorise other officers to act on their behalf.

1. Notices
   1. Any notice the Contractor wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.
   2. Any notice the Authority wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address shown in paragraph 4.2 below.
2. Address for Invoices
   1. All invoices shall be sent to the Department addressed to:

**To be confirmed at Contract Award**

* 1. NB. Invoices must be sent to Accounts Payable at the above address. Invoices must not be sent to the Authority’s Representative.

1. Correspondence
   1. All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

**To be confirmed at Contract Award**

* 1. All correspondence to the Contractor shall be sent to the following address:

**Tenderer to provide Address**

[**INSERT ADDRESS**]

Appendix A – Sub-Contractors

All suppliers to the Department of Health are asked to provide details of all sub-contractors that will be used to perform the contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name & Address of Sub-Contractor | | Service performed for Contractor | Provide details of staff numbers[[1]](#footnote-1) | Provide latest year’s turnover |
| Name: |  |  |  |  |
| Address: |  |
| Name: |  |  |  |  |
| Address: |  |
| Name: |  |  |  |  |
| Address: |  |

Appendix B – Parent Company Guarantee

**Tenderers should provide a copy of this form only if a Parent Company Guarantee (PCG) is required. This should be provided on appropriate letter-headed paper and as a separate document.**

**Those organisations that DO NOT require a PCG (to demonstrate financial standing) tick this box:**

PROVISION OF Healthcare Improvement Services

With reference to the tender for the above services submitted by [**insert name of Contractor**] (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of The Secretary of State for Health, (hereinafter referred to as "the Authority") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with the Authority.

These undertakings being on condition that the Authority enters into the Contract with the Contractor for the above services and in consideration of the same:

1. The Contractor shall perform all its obligations contained in the Contract;
2. If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by the Authority, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;
3. We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by the Authority, whether as to payment, time, performance or otherwise;
4. This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations thereunder have been performed; and,
5. This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Completed by: ............................……. Position: ...............................

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

For and on behalf of [**insert name of the Contractor's ultimate holding company**]

Appendix C – Conflicts of Interest

**Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or consortia members.**

**Please describe any (potential) conflicts of interest that the Tenderer has identified and how these will be managed\*:**

If you **DO** **NOT** have any conflicts to declare, please tick this box:

* Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

Guidance to Tenderers:

Tenderers should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.

Schedule Six – Form of Tender

**Declaration**

**PROPOSAL FOR THE PROVISION OF** **Healthcare Improvement Services**

Having examined the proposed Contract comprising of:

1. Part A – Section Two, (Conditions of Contract);
2. Part B – Schedules One, One (a), Two and Six; and
3. Part B – Schedules Four and Five (as amended).

As enclosed in the ITT response dated (**INSERT DATE**). We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

1. Collude with any third party to fix the price of any number of tenders for this Contract;
2. Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

We agree that the Authority may disclose the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

Unless and until the Tenderer and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date: ..........................................

Signed: ..........................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

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

By completing this Declaration and submitting your tender, you have agreed that the statements in this Form of Tender are correct.

1. This is the average annual numbers of both staff and managerial staff employed over the last trading year [↑](#footnote-ref-1)