**Attachment 7 – Administration Instructions**

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Introduction

You must complete the Offer Schedule (Attachment 8) and all the relevant Appendices contained in this document and submit using the Authority’s e-Sourcing Portal.

The evaluation will be carried out using your responses to this Questionnaire using the award criteria, guidance and scoring matrix set out in ‘*Attachment 5 - Evaluation Guidance’.*

#

Appendix A – Confidential / Commercially Sensitive Information

General

All the information that we provide as part of this Contract may be regarded as the Authority’s Confidential Information.

The Potential Provider considers that the type of information listed in Table 1 below is Confidential Information and the type of information listed in Table 2 is Commercially Sensitive Information (please insert additional lines if required).

Table Types of Information that the Potential Provider considers to be Confidential

|  |  |  |  |
| --- | --- | --- | --- |
| Information considered confidential (include page/paragraph number) | Section of FOIA under which exemption is sought | Reason for exemption | Dates between which exemption is sought |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Table 2 Types of Information that the Potential Provider considers to be Commercially Sensitive

|  |  |  |  |
| --- | --- | --- | --- |
| Information considered confidential (include page/paragraph number) | Section of FOIA under which exemption is sought | Reason for exemption | Dates between which exemption is sought |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Appendix B - Administrative Instructions

Authorisation

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

|  |  |
| --- | --- |
| Name | Mohammed Sohail |
| Contact Details | to be confirmed at Contract award |

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

Notices

## Any Notice the Potential Provider wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.

## Any notice the Authority wishes to send the Supplier shall be sent in writing to the Potential Provider's Representative at the address shown in paragraph 1.8 below.

Address for Invoices and Credit Notes

## All invoices and credit notes for the Authority shall be sent to directly to Accounts Payable (AP) quoting a valid Purchase Order number (PO).

Department of Health and Social Care Accounts Payable

mb-paymentqueries@dh.gsi.gov.uk

## 39 Victoria Street

## Westminster

## London

## SW1H 0EU

N.b. Invoices and credit notes must be sent to Accounts Payable at the above address. Invoices must not be sent to the Authority’s Representative.

Correspondence

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

|  |  |
| --- | --- |
| Name | Mohammed Sohail |
| Contact Details | to be confirmed at Contract award  |

All correspondence to the Potential Provider shall be sent to the following address:

|  |  |
| --- | --- |
| Name | Potential Provider to provide name |
| Contact Details | Potential Provider to provide address |

Appendix C – Parent Company Guarantee

## Potential Providers 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 THE SUPPLY AND STORAGE OF INTRAVENOUS FLUIDS AND**

**PERITONEAL DIALYSIS FLIUDS**

## 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, acting through the Department of Health and Social Care as part of the Crown (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:

The Contractor shall perform all its obligations contained in the Contract;

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;

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;

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,

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:** Click here to enter text. **Position:** Click here to enter text.

**Name:** Click here to enter text. **Date:** Click here to enter text.

**For and on behalf of** insert the name of the Potential Provider’s ultimate parent-holding company

Appendix D – Conflicts of Interest

## Potential Providers 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 Potential Provider has identified and how these will be managed\*:

|  |
| --- |
| ****Potential Provider Response / Additional commentary**** |
| Click here to enter text.*Guidance to Potential Providers:**You 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.* |

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

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

Appendix E – Form of Tender

Declaration for the Supply and Storage of Intravenous Fluids and Peritoneal Dialysis Fluids

## Having examined the proposed Contract comprising of:

## Invitation to Tender – Attachment 3 (Product Requirements / Specification);

## Invitation to Tender – Attachment 4 (Conditions of Contract);

## Invitation to Tender – Attachment 6 (Selection Questionnaire);

## Invitation to Tender – Attachment 7 (Award Questionnaire);

## Invitation to Tender - Attachment 8 (Offer Schedule);

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 one hundred and twenty (120) 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:

### Collude with any third party to fix the price of any number of tenders for this Contract;

### 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 Potential Provider'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 Potential Provider 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: Click here to enter text.

Signed: Click here to enter text.

In the capacity of: Click here to enter text.

duly authorised to sign tenders for and on behalf of: Click here to enter text.

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