



FORM OF TENDER

**Provision of Service Desk
PR 2022 121**

- a) I/We hereby offer to enter into a contract with the Crown Prosecution Service upon the Terms & Conditions contained within the CCS e-Tendering Portal to carry out the **Provision of Service Desk** in conformity therewith from [Insert date) and potentially for up to an additional X + X years if the contract is to be extended. Delete extension if not required.
- b) In the event of the Crown Prosecution Service acceptance of my/our Tender, and in accordance with the current Public Contract Regulations 2015, UK Government guidance, and approved legal practices, I/we undertake to submit a completed tender whose price shall remain fixed for three months after the date of submission.
- c) I/We understand that this offer shall in no way constitute any form of a binding contract and is only covering the price submitted. I/We further agree that this Tender price will remain open for consideration for three months.
- d) This is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price amount of the tender by or in association with any agreement or arrangement with any other person(s).
- e) I/we have not and I/we undertake that I/we will not do at any time before the time and date specified for the return of this tender, any of the following acts:
- communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender.
 - Enter into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the price amount of any tender to be submitted.
 - Offer, pay, give or agree to pay, or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed tender for the said work, any act or thing of the sort described above.
- f) We acknowledge that if we or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts, Crown Prosecution Service (CPS) may cancel the contract and recover any costs or losses.
- g) I/We confirm that at the time of tendering there is no conflict of interest between any member of the organisation and any executive or Board member of the Crown Prosecution Service or any other Criminal Justice organisation(s) and that I shall disclose to the Crown Prosecution Service any



actual or potential conflict of interest arising from the provision of the services immediately upon becoming aware that such actual or potential conflict arises.

In this certificate the word 'person' includes any persons or any body or associated, corporate or unincorporated, and any 'agreement or arrangement' includes any transaction, formal or informal, and whether legally binding or not.

This Form of Tender template adheres to the [GCF Supplier Code of Conduct](#).

To Crown Prosecution Service

[Insert Company Name] having examined carefully and understood the Conditions of Tender, Conditions of Contract, the Specification and all other documentation issued by Crown Prosecution Service in connection with the **[insert contract title]** contract, hereby offer to supply the product/service subject to the terms and conditions set out in such Conditions of Tender, Conditions of Contract, the Specification and other documents at the prices and rates contained in the Pricing Schedule.

I/We understand that the lowest or indeed any Tender, will not necessarily be accepted and that CPS will not be responsible for any expenses or other liabilities incurred in submitting **my/our** Tender.

Name of Company:

Address:
.....

Address of Company:.....
(Registered Office).....

Date:.....

Signed:.....

Status of Signatory (e.g. Partner or Director):.....