|  |
| --- |
| Classification: Official-Sensitive: Commercial |
| Publication reference: C346803 |

**Document 3: Form of Tender (including Certificate of Bona Fide Offer)**

22 February 2024, Version 3.0

|  |  |
| --- | --- |
| **(Download, Print, Sign, Scan and Upload to the Authority’s e-tendering portal)**  [Guidance Note: The Tenderer to enter the detail required where text is highlighted in green]  **To be returned by Midday (12 noon) (UK time) on 30 June 2025.**  **TENDER FOR THE: National Staff Mental Health Support Service**  **Tender Ref: C346803**  **TO: NHS England** | |
| **DATE: [DATE]** | |
| **PROVISION OF: National Staff Mental Health Support Service** | |
| **REFERENCE NUMBER: C346803** | |
| We [INSERT NAME[S]] the undersigned, having examined the ITT Pack including its appendices set out below (“the ITT Pack”), do hereby offer to provide **National Staff Mental Health Support Service** as specified in those documents and in accordance with the attached documentation (listed below) to NHS England commencing 1 April 2025 and continuing for the period specified in the Contract:   * Document 1: Instructions and Guidance to Tenderers; * Document 2: Statement of Requirements; * Document 3: this Form of Tender; * Document 4: Tender Declarations; * Document 5: NHS England’s (NHS Standard) Terms and Conditions of Contract; * Document 6: Draft Data Processor Agreement; * Document 7 and 7a: Non Disclosure Agreement and TUPE information. * Response to Questionnaire 1: Supplier Information Questionnaire – Response to be provided in Atamis * Response to Questionnaire 2: Technical Questionnaire - Response to be provided in Atamis as an attachment. * Response to Questionnaire 3: Commercial/Pricing schedule – Response to be provided in Atamis as an attachment;   We agree:  (1) that the information contained in our Supplier Information Questionnaire response is correct and accurate and that we will inform NHS England forthwith if this position changes prior to an award of contract being made;  (2) by submitting a tender response, to be bound by the terms of the Contract without further negotiation or amendment;  (3) that this tender response and any contract arising from it shall be subject to and bound by the provisions of the ITT Pack;  (4) to supply the health care services of the exact quality and sort specified in the ITT Pack and for the price set out in our completed Commercial/Pricing Schedule [insert cross reference] in such quantities and to such extent and at such times and locations as NHS England may direct and in full compliance with the Statement of Requirements (substantially in the form set out in Document 2 of the ITT Pack) and any other appointment terms as specified in the ITT Pack (including any appendices to it);  (5) that the prices and charges offered are fixed and not capable of amendment for the period of the contract, including any extension to that period provided for in the Contract (subject only to any indexation mechanism referred to in the Contract terms);  (6) with NHS England, with the intent to be legally bound, and as a condition of and in consideration of our participation in this tender competition to comply with the provisions of confidentiality set out in the ITT Pack; and  (7) that this offer remains open for acceptance by NHS England until 120 days from the deadline for the receipt of tender responses.  If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.  We further undertake and it shall be a condition of any Contract, that:   * The amount of [my **OR** our] tender has not been calculated by agreement or arrangement with any person other than NHS England and that the amount of [my **OR** our] tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of NHS England. * We have not canvassed and will not at any time, whether before or during the evaluation process or otherwise, canvass or solicit any member or officer, employee or agent of NHS England or any other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.   I warrant that I have all requisite authority to sign this tender and confirm that I have complied with all the requirements of the ITT Pack. | |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name and status | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| For and on behalf of | [NAME OF COMPANY, PARTNERS OR CONSORTIUM] |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**The Form of Tender (including the Certificate of Bona Fide Offer below) must be signed by an authorised signatory: in the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated.**

## Certificate of Bona Fide Offer

I/We certify that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

1. communicate to any person other than the person inviting these offers the amount or the approximate amount of the offer except where the disclosure, in confidence, of the amount or approximate amount of the offer was necessary to obtain professional advice and/or quotations required for the preparation of the offer, for insurance purposes or for a contract guarantee bond;
2. enter into any arrangement or agreement with any other person that he or any other person shall refrain from making an offer or as to the amount of any offer to be submitted;
3. pay give or offer or agree to pay or give any sum of money or other valuable directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the health care services any act or thing of the sort described in (i) or (ii) above.

The provisions of (i) (ii) and (iii) above shall not prevent you entering into arrangements or discussing the offer, to the extent necessary, with another party that forms part of a consortium bid or is a proposed sub-contractor to you.

We certify that the principles described in paragraphs (i), (ii) and (iii) above have been and will be brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with this tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

We acknowledge that if we have acted or shall act in contravention of this certificate, NHS England will be entitled to cancel any contract between us and to recover from ourselves the amount of any loss and expense resulting from such a cancellation.

In this certificate, the word ‘person’ includes any person and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any transaction, formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name and status | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| For and on behalf of | [NAME OF COMPANY, PARTNERS OR CONSORTIUM] |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |