**Document 3 – Form of Tender and Tender Declaration [C392755]**

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**Date: 02/10/2025**

**Contract reference: C362755**

**Contracting Authority Name: King’s College Hospital**

**Form of Tender and acceptance of Terms of Participation**

**To:** King's College Hospital NHS Foundation Trust,

Having examined all the documentation in the Invitation to Tender:

1 We do hereby **submit our Tender** against the requirements of this Procurement including the terms and conditions of the Contract.

2 We agree, if our Tender is accepted, to supply Urgent Treatment Care Services to the exact quality and sort specified in the Specification (Document 2);

3 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.

4 We declare that this is a bona fide Tender, intended to be genuinely competitive, and that we have not fixed or adjusted any part of our Tender by, or under, or in accordance with, any agreement or arrangement (formal or informal) with any other person or entity.

5 We certify that we have not and undertake that 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 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; or

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

The provisions of this paragraph 5 shall not prevent the Tenderer 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 the Tenderer.

6 We certify that the prices and charges offered are firm for the period of the Contract (subject only to any indexation mechanism referred to in the ITT).

7 We certify that the information contained in the Selection Questionnaire Response remains correct and accurate and the Tenderer will inform the Authority forthwith if this position changes prior to an award of contract being made.

8 Unless and until the Tenderer and the Authority have executed the contract, the Authority's acceptance of our Tender with all its enclosures shall not constitute a binding contract between the Parties.

9 We understand that the Authority is not bound to accept an offer from any Tenderer whether it offers the lowest price or otherwise.

10 In submitting our Tender, we confirm that we, including all of our named sub-contractors and group of economic operators’ members (if any), accept the Terms of Participation.

*An authorised signatory, in his/her own name, on behalf of the Tenderer must sign a copy of this Declaration.*

**I hereby declare that I am authorised by the under mentioned Tenderer (and as a lead contact if a group of economic operators), and each of any sub-contractors, to supply the information given above, and that at the date of signing, the information given is a true and accurate record.**

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| --- | --- |
| **Organisation's name** |  |
| **Signatory’s name** |  |
| **Signed** |  |
| **Position** |  |
| **Date** |  |

This Form of Tender 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.

**Conflict of Interest Declaration**

**Guidance:**

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

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

Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself (and as a lead contact if a group of economic operators), and on behalf of each of its sub-contractors.

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

*An authorised signatory, in his/her own name, on behalf of the Tenderer and each of the other members of its group of economic operators and sub-contractors, must sign a copy of this declaration.*

**I hereby declare that I am authorised by the under mentioned Tenderer (and as a lead contact if a group of economic operators), and each of any sub-contractors, to supply the information given above, and that at the date of signing, the information given is a true and accurate record.**

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| **Organisation's name** |  |
| **Signatory’s name** |  |
| **Signed** |  |
| **Position** |  |
| **Date** |  |

**NON-COLLUSION AND NON-CANVASSING CERTIFICATE**

TO: King’s College Hospital NHS Foundation Trust

**Tenderer Non-Collusion and Canvassing Certificate**

1. The essence of the public procurement process is that the Authority shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle, we hereby certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Tenderer.
2. We also certify that we have not done, and to the best of our knowledge neither has any member of our group of economic operators or sub-contractors done, any of the following acts:
   1. entered into any agreement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender is made;
   2. informed any other person, other than the person calling for Tenders, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was essential to obtain quotations necessary for the preparation of the Tender for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the Tender;
   3. caused or induced any person to enter into such an agreement as is mentioned in paragraphs 2.1 and 2.2 above or to inform us of the amount or the approximate amount of any rival Tender;
   4. disclosed any actual or potential conflict of interest that may arise from participating in the Procurement;
   5. contravened the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations;
   6. offered or agreed to pay or give or actually paid or given any sum of money, inducement or valuable consideration (directly or indirectly) to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission;
   7. canvassed any members, directors, officers, employees, agents or advisers of the Authority in connection with this Procurement and that no person employed by me/us or acting on my/our behalf or advised me/us has done any such act; or
   8. contacted any officer of the Authority about any aspect of the Tender in a manner not permitted by the ITT including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the Tender or for soliciting information in connection with the Procurement.
3. We also undertake that we will not do and shall not procure the doing of any of the acts mentioned in paragraphs 1 and 2 above before the hour and date specified for the return of the Tender nor (in the event of the Tender being accepted) shall we do so while the resulting contract continues in force between us (or our successors in title) and the Authority.
4. In this certificate the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

**An authorised signatory, in his/her own name, on behalf of the Tenderer and each of the other members of his/her group of economic operators and each sub-contractor, must sign a copy of this declaration.**

I hereby declare that I am authorised by the under mentioned Tenderer to supply the information given above and that, at the date of signing, the information given is a true and accurate record.

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| **Organisation's name** |  |
| **Signatory’s name** |  |
| **Signed** |  |
| **Position** |  |
| **Date** |  |

**STATEMENT OF ACCEPTANCE OF CONTRACTING AUTHORITIES’ POLICIES**

TO: Contracting Authorities

I/We certify that I/we undertake to meet all the provisions of the Contracting Authorities’ policies and rules.

These may be amended from time to time as required to meet changes in statutes or regulations with which the Contracting Authorities will comply.

I/We certify that I/we will not in pursuance of compliance with the provisions of this statement, raise any charge against the Contracting Authorities outside the agreed contract price for any measures taken unless this has been agreed formally with the authorised officer.

Signed -

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| --- | --- |
| **Organisation's name** |  |
| **Signatory’s name** |  |
| **Signed** |  |
| **Position** |  |
| **Date** |  |