**Document 3: Form of Tender**

**(including Certificate of Bona Fide Offer)**

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| **PLEASE NOTE: Download, Print, Sign, Scan and Upload to the Authority’s e-tendering portal.**  [Guidance Note: The supplier to enter the detail required where text is highlighted in green]  **TENDER FOR: C67212 Faculty framework 2022**  **TO: The National Health Service Commissioning Board (NHS England)** | |
| **DATE: [INSERT DATE]** | |
| We [INSERT NAME[S]] the undersigned, having examined the ITT and its appendices set out below (the ITT Pack), do hereby offer to provide [NAME OF SERVICES/SUPPLIES] as specified in those documents and in accordance with the attached documentation (listed below) to NHS England commencing [DATE] and continuing for the period specified in the Contract:   * Document 1: Tender Instructions * Document 2: Statement of Requirements * Document 3: this Form of Tender including - Appendix 1 to Document 3: Tenderer Declarations and Appendix 2 to Document 3: Terms and Conditions of Contract * Document 4: NHSE Supplier Code of Conduct * Questionnaire 1: Technical; and * Questionnaire 2: Commercial.   We agree:  (1) by submitting a tender response, to be bound by the terms of the Contract without further negotiation or amendment;  (2) that this tender response and any contract arising from it shall be subject to and bound by the provisions of the ITT;  (3) to supply the goods/services of the exact quality and sort specified in the ITT and for the price set out in our completed Commercial Schedule (Questionnaire 3) in such quantities and to such extent and at such times and locations as NHS England may direct and in full compliance with the Specification (substantially in the form set out in Document 2 of the ITT) and any other appointment terms as specified in this ITT (including any appendices to it);  (4) that the prices and charges offered are firm for the period of the contract (subject only to any indexation mechanism referred to in the Contract terms);  (5) with NHS England in legally binding terms to comply with the provisions of confidentiality set out in the ITT; and  (6) that this offer remains open for acceptance by NHS England until 150 days from the deadline for the receipt of tender responses.  *Execution of the Contract*  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 agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this tender in writing by NHS England or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between NHS England and the [manager **OR** company].  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, before the evaluation process, canvass or solicit any member or officer, employee or agent of NHS England or 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. | |
| 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:

(i) 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;

(ii) 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;

(iii) 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 goods/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 anybody or association, corporate or unincorporated; ‘any agreement or arrangement’ includes any transaction, formal or informal and whether legally binding or not.

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