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**Document 3**

9th April 2025

**Form of Tender (including Certificate of Bona Fide Offer) and Tenderer Declarations**

**For Procurement Act 2023 ITT Pack**

*SECTIONS IN ITALICS AND YELLOW HIGHLIGHT TO BE COMPLETED BEFORE ISSUE AND HIGHLIGHT REMOVED EITHER BY INSERTION OF INFORMATION REQUIRED.*

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| **Download, Print, Sign, Scan and Upload to the Trust’s e-tendering portal**  **Tender for the: Respiratory PPE - Powered Hoods**  **Tender Ref: C348902**  **To: The Trust** | |
| We, having examined the ITT Pack including its appendices set out below (“the ITT Pack”), do hereby offer to provide Respiratory Protective Equipment as specified in those documents and in accordance with the attached documentation (listed below) to the Trust commencing 4th April 2025 and continuing for the period specified in the Contract:   * Document 1: Tender Instructions; * Document 2: Specification; * Document 3: this Form of Tender and Tenderer Declarations completed by the Tenderer; * Document 4: Terms and Conditions of Contract; * The Tenderer’s response to Requirement Section 1: Procurement Specific Questionnaire; * Document 5: The Tenderer’s response Bidder Response Document to Questionnaire 2: the Technical Questionnaire; * Document 6: The Tenderer’s response to Questionnaire 3 the Commercial Questionnaire;   We confirm:   1. that the information contained in our Procurement Specific Questionnaire response and the Core Supplier Information on the Central Digital Platform is correct and accurate and that we will inform the Trust forthwith if this position changes prior to an award of contract being made; 2. that we and any Associated Person(s) have registered on the Central Digital Platform; 3. that we and any Associated Person(s) have submitted up-to-date Core Supplier Information to the Central Digital Platform; and 4. that we and any Associated Person(s) have given that up-to-date Core Supplier Information to the Trust by means of a facility provided on the Central Digital Platform for the purpose of sharing Core Supplier Information.   We agree that:  (1) by submitting a Tender response, we have agreed to be bound by the Terms and Conditions of the Contract as set at Document 4 without further negotiation or amendment (unless we have raised any issues during the clarification period);  (2) that this Tender response and any contract arising from it shall be subject to and bound by the provisions of the ITT Pack;  (3) to supply the goods/services of the exact quality and sort specified in the ITT Pack and for the price set out in our completed Commercial Questionnaire in such quantities and to such extent and at such times and locations as the Trust may direct and in full compliance with the Specification (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);  (4) 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);  (5) by submitting a Tender response, we have agreed, with the intent to be legally bound, and as a condition of and in consideration of our participation in this Contract Opportunity, to comply with the provisions of confidentiality set out in the ITT Pack; and  (6) that this offer remains open for acceptance by the Trust from the Deadline for Tender submission until the end of the Tender Validity Period set out in Document 1 of the ITT Pack.  If this offer is accepted, we will execute such documents in the form of the Contract within *30* days of being called on to do so.  We further undertake and it shall be a condition of any Contract, that:   * The prices and charges offered in our Tender have not been calculated by agreement or arrangement with any other Tenderer or any Connected Person of any other Tenderer and that the prices and charges offered in our Tender have not been communicated to any other Tenderer or any Connected Person of any other Tenderer. * The content of our Tender has not been determined by agreement or arrangement with any other Tenderer or any Connected Person of any other Tenderer and that the content of our Tender has not been communicated to any other Tenderer or any Connected Person of any other Tenderer. * 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 the Trust or any other Trust 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 and Tenderer Declarations (including the Certificate of Bona Fide Offer and Declaration of Completion 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 or 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 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, the Trust 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.

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

**Conflicts of Interest**

Each Tenderer and their officers are under a continuing duty to promptly notify the Trust of any actual or potential conflicts of interest in respect of the Tenderer, any staff of the Tenderer, any consortium member, and/or any sub-contractor relating to this tender process and/or the performance of the Contract if the Tenderer were a Service Provider.

Please describe any (actual or potential) conflicts of interest that the Tenderer has identified and how these will be managed. In the event that no actual or potential conflicts of interest are included in this section of this Document 3 of the ITT Pack, the Tenderer will be deemed to have warranted and represented that no actual or potential conflicts of interest exist.

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| **Response (maximum 2000 Characters)** |
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Tenderers are reminded that failure to identify any conflict of interest (actual or potential) may lead to rejection of its Tender response.

For the avoidance of doubt the circumstances where a conflict of interest arise include (but are not limited to) where the Tenderer and/or any relevant body or person connected with the Tenderer and/or this procurement process and/or the Tenderer’s Tender submission have, directly or indirectly, a financial, economic, professional or other personal interest which might be perceived to compromise their impartiality and independence in the context of this procurement procedure.

Where the Trust becomes aware of any conflict of interest arising or at risk of arising in respect of a Tenderer, any staff of the Tenderer, any consortium member, and/or any sub-contractor relating to this tender process and/or the performance of the Contract if the Tenderer were a Service Provider (whether as notified by a Tenderer in accordance with these Tenderer Declarations or otherwise) then:

1. the Trust shall assess such conflict of interest and consider if it puts any Tenderer at an unfair advantage or disadvantage in relation to the Contract Opportunity; and
2. where, in its absolute discretion, the Trust considers that a conflict of interest does put any Tenderer at an unfair advantage or disadvantage in relation to the Contract Opportunity the Trust may as a condition of continued participation in this tender process direct a Tenderer to take such steps as the Trust considers are necessary in order to ensure that the Tenderer is not put at an unfair advantage.
3. where a conflict of interest puts a Tenderer at an unfair advantage in relation to the Contract Opportunity and either:
   * 1. the advantage cannot be avoided, or
     2. the Tenderer will not take steps that the Trust considers are necessary in order to ensure that the Tenderer is not put at an unfair advantage;

then the Trust will exclude the Tenderer from participating in or progressing as part of this tender process.

**Confidentiality of Tender Response**

If there is information included within their Tender submission that the Tenderer considers to be confidential and/or commercially sensitive and exempt from disclosure under the Freedom of Information Act 2000 (“FOIA”) then the Tenderer should describe such information in the table below, together with the reason(s) you consider justify exemption from disclosure under FOIA and the period of exemption sought.

For further guidance Tenderers are referred to paragraph 1.18 (Transparency and Freedom of Information) of Document 1 of the ITT Pack.

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| Information considered confidential | Reason for FoIA exemption sought  (Include paragraph reference) | Period exemption is sought  (Months) |
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**Declaration of Completion**

Tenderers must ensure that all requested information is fully completed and in the format required (if permitted formats are specified). Failure to do so may result in the Trust rejecting this Tender.

Tenderers must complete the following declaration:

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| I certify that the information supplied in these Tenderer Declarations and in our Tender response are accurate to the best of my knowledge and belief.  I also declare that I am authorised by the under mentioned organisation to supply the information given above and that, at the date of signing, the information given is a true and accurate record.  I also declare that I am authorised on behalf of the Tenderer to make this declaration. | |
| Name |  |
| Date |  |
| Company Name |  |
| **Signature** |  |

**Tenderers are reminded that the Trust may reject this Tender if there is a failure to answer all relevant questions fully or if false/misleading information is provided or if information is not provided in the format required (if permitted formats are specified).**

**Failure to complete any declaration, certification or warranty required in this Document 3 will render the Tender non-compliant, in which case the Tender will be rejected.**