Annex 4a

Form of Tender

**AS24587 - Help 2 Live at Home (2024)**

1 [I/We] have read the ITT and Tender Documents and, subject to and upon the terms and conditions contained in the said documents, [I/we] offer to provide the Services specified, at the rates or prices set out in my/our Tender which is submitted with this Form of Tender.

2 [I/We] agree that this Tender and any Contract which may result from it shall be based upon the ITT and Tender Documents.

3 [I/We] confirm that in submitting our Tender, we have satisfied ourselves as to the accuracy and completeness of the information [I/we] require in order to do so.

4 [I/We] further acknowledge that the Authority reserves the right not to award a Contract in relation to this Procurement and may withdraw from this process at its discretion.

5 [I/We] agree that any insertion by us of any conditions qualifying this Tender or any unauthorised alteration to the Contract made by us may result in the rejection of this Tender.

6 [I/We] agree that any contract that may result from this Procurement shall be subject to English law.

7 [I/We] confirm that we have taken account of our legal and statutory obligations, as well as all relevant Government codes and policies (e.g. taxes, environmental protection, employment protection and working conditions) in our Tender, where they would be applicable to the supply of the Services.

8 [I/We] understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Authority [I/we] may be required to secure a Parent Company Guarantee or Bond in favour of the Authority from our holding company or ultimate holding company, as determined by the Authority in its discretion.

9 [I/We] have abided by the requirements set out in the ITT, including confidentiality.

10 [I/We] confirm that all information provided in our Tender is correct and accurate at the date of this Tender and, should any information change, that [I/We] will inform the Authority. [I/We] recognise that this may affect whether our Tender is evaluated.

11 [I/We] confirm our Tender will remain valid for acceptance for a period of 90 days following the final date for submission of the tender.

12 [I/we] confirm that all copy material submitted is identical in every respect to the original, regardless of the format or media in which it is submitted and that any electronic copy has been virus checked and is clear at the time of despatch.

Signed …………………………………

Name (in BLOCK CAPITALS) ………………………………………………………

in the capacity of ………………………………………………………… duly authorised to sign tenders

for and on behalf of (in BLOCK CAPITALS)

……………………………………………………………………………

Postal Address : …………………………………………………

……………………………………………………………………………

……………………………………………………………………………

Tel No: ……………………………………

Date: ……………………………………

Annex 4b

Non-Collusion Certificate

[*Insert name of Tenderer]*

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 [(other than a member of our own Consortium)]. We have not [and insofar as we are aware neither has any Consortium Party]:

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 this Tender, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary 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 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender;
4. committed any offence under the Bribery Act 2010;
5. offered or agreed to pay or give 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;
6. canvassed any other persons referred to in paragraph 1 above in connection with the Tender; or
7. contacted any employee 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 Tender.

We also undertake that we shall not do or procure the doing of any of the acts mentioned in paragraphs a to g 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 or any separate legal entity formed in which we hold some ownership as a result of the Tender process) and the Authority.

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.

Signatory 1

Signed: …………………………………………

For and on behalf of: ………………………………………..

Date: ………………………

Signatory 2

Signed: …………………………………………

For and on behalf of: ………………………………………..

Date: ………………………

Annex 4c

Supply Chain/Sub-Contractor Form

If you are proposing to use sub-contractors/supply chain to deliver this contract, please provide the following details for each sub-contractor/supply chain member where known at this stage, irrespective of whether or not you are relying on them to meet the selection/ITT stage 1 criteria. Such sub-contracting shall be in accordance with the terms and conditions of the Contract and the Tender Documents.

Any subsequent request to change a sub-contractor or supply chain members must be made in writing, setting out good reason for the proposed change.

If none, please state ‘none’

|  |  |
| --- | --- |
| **Field Required:** | **Response** |
| Sub-contractor name: |  |
| Registration number: |  |
| Registered/head office address: |  |
| Trading Status: | a) public limited company  b) private limited company  c) limited liability partnership  d) other partnership  e) sole trader  f) third sector  g) other (please specify your trading status) |
| Registered VAT No: |  |
| SME (Y/N)? |  |
| Role of the supplier (e.g. key deliverables) |  |
| Approximate % of contractual obligations assigned |  |
| Is the supplier being relied upon to meet selection criteria and if so which criteria are you relying on them for? |  |

Annex 4d

Freedom of Information Act 2000 and Environmental Information Regulations 2004

I declare that I wish the information below to be considered as Exemptions to the Freedom of Information Act 2000 and Environmental Information Regulations 2004, to apply with regard to the following within the application document.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question Number** | **Description of Information** | **Potential Implications of Disclosure** | **Time Period that such Information remains commercially sensitive** | **Exemption which Participant considers to apply under FOIA or EIR** |
|  |  |  |  |  |
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**Signed for and on behalf of Supplier:**

Signature: ……………………………………………

Name: ……………………………………………

Title: ……………………………………………………….

Date: ………………………………….