

**Acting to Protect & Save**

**www.dsfire.gov.uk**

**NFCC Transport Officers Group (TOG) and**

**Fire Commercial Transformation Programme (FCTP)**

**DS339-20 Framework Agreement for Emergency Response Vehicles for UK Fire and Rescue Services**

**INVITATION TO TENDER - FURTHER COMPETITION**

**Framework Contractor Declaration**

**[Please add the name of your Authority]**

**[Please add your FRS logo, if required]**

**Reference: [Please add your internal reference]**

*Please note any text highlighted in yellow requires the Contracting Authority / FRS to update these sections. Please delete this comment before publishing.*

## CONDITIONS OF TENDER

|  |  |
| --- | --- |
| **Tender for:**Insert title | **Tender number:**Insert reference |
| **Period of Call-Off Contract:**Insert period and any extensions | **Due for return by 12:00 noon on:**insert date |

1. Tenders are invited for the supply of the goods, services and/or works specified or described in the Invitation to Tender. Tenders must be returned electronically via the e-tendering portal by the closing date and time. The e-tendering portal will not enable uploading and submitting Tenders after the date and time stated.

2. The Contract shall be subject to the Terms and Conditions of the Framework Agreement or as stipulated within Section 6 of the Invitation to Tender. Offers by Framework Contractors made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

3. The Contracting Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation To Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.

4. To insert name of lead Contracting Authority

Having examined the Invitation to Tender and all the accompanying documents referred to therein, I/we the undersigned offer to supply part/whole of the said goods, services and/or works in complete conformity with the Tender and the Terms and Conditions of Contract and as may be described or implied therein as per the completed Pricing Schedule.

We undertake, if our Tender is accepted, to comply with all the terms and conditions of the Invitation to Tender and to commence the Contract on the date of written notification from the Contracting Authority.

Unless and until a formal agreement is prepared and executed, this Tender and a written acceptance thereof from the Contracting Authority shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We understand that you have no liability to defray any expense herewith nor be responsible for return of any information or sample submitted for the purposes of tendering.

|  |  |
| --- | --- |
| Sign & Full name:       | Capacity/Position:       |
| Company name:       | Postal address:       |
| Tel no.:       | Email:       |
| Date:       | Company Registration:       |

## PRICING SCHEDULE DECLARATION

I/we agree that this offer, if awarded by the Contracting Authority, will result in a Contract and legal obligations to provide the goods, services and/or works as outlined in this Invitation To Tender, at the rates/prices detailed in the Pricing Schedule.

I/we agree that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer in conjunction with any other organisation or supplier.

I/we agree that the prices quoted in the Pricing Schedule are valid and open to acceptance by the Contracting Authority for a period of three calendar months from the submission date.

I/We offer to supply the goods, services and/or works in accordance with the Invitation To Tender.

|  |  |
| --- | --- |
| Date:       | Sign & Full Name:       |
| Capacity/Position:       | Company Name:       |

This undertaking is to be signed by the Framework Contractor, a director or authorised representative in his/her own name on behalf of the organisation.

## FRAMEWORK CONTRACTORS DECLARATION

When you have completed your Response to this Invitation To Tender you must certify that the information provided in the Response is complete, full, accurate and true.

I certify that the information is accurate to the best of my knowledge. I understand and accept that false information could result in exclusion from the tender process. I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement of reward to any servant of a Public Body. I also understand that any such action will empower the Contracting Authority to cancel any Contract currently in place and could result in exclusion from all future Contracting Authority tenders.

|  |  |
| --- | --- |
| Date:       | Sign & Full Name:       |
| Capacity/Position:       | Company Name:       |

This undertaking is to be signed by the Framework Contractor, a director or authorised representative in his/her own name on behalf of the business

## CERTIFICATE OF UNDERTAKING

I/We the undersigned do hereby certify that: -

(a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;

(b) I/we have not indicated to any person other than the person calling for the Tender the amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;

(c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from quoting or asked the amount of any Tender to be submitted;

(d) I/we have not offered to pay or give any sum of money 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 for the said work any act or thing of the nature specified and described above.

(e) I/we agree that the Contracting Authority may disclose the Tender information/documentation (submitted to the Contracting Authority during this Procurement) more widely with other Public Sector Contracting Authorities for the purpose of ensuring effective public sector procurement processes, including the bench-marking of costs against other organisations to ensure value for money is being obtained.

I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.

|  |  |
| --- | --- |
| Sign & Full name:       | Capacity/position:       |
| Company name:       | Postal address:       |
| Tel no.:       | Email:       |
| Date:       | Company Registration:       |

## CONFIRMATION OF CONSORTIA / SUB-CONTRACTING ARRANGEMENTS (IF APPLICABLE)

Framework Contractors shall confirm the partner(s) within their Consortia / sub-contracting arrangements (if applicable).

|  |  |
| --- | --- |
| **Lead Partner** | **Partners in Consortia / sub-contracting arrangement** |
|  |  |

Please indicate whether your partnership will take the form of:

|  |  |
| --- | --- |
|  | **Please Tick** |
| i) a new or existing legal entity which will sign the Contract with the Contracting Authority in the case of award; | [ ]  |
| ii) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the Contract with the Contracting Authority in case of award. | [ ]  |

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## FREEDOM OF INFORMATION ACT 2000 – DECLARATION OF COMMERCIALLY CONFIDENTIAL NFORMATION

Framework Contractors shall detail any commercially confidential information which they have identified within their Tender and which they consider should not be released by the Contracting Authority to a third party under a FOIA request to the Contracting Authority without their prior agreement.

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| **Identified Commercially Confidential Information** | **Resulting harm if information disclosed** (please consider in accordance with FOIA exemptions list) | **Time period that sensitivity is applicable** |
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