

Section 5 – Form of Tender

UNCONDITIONAL AND IRREVOCABLE OFFER TO CAMBRIDGESHIRE COUNTY COUNCIL

Re: Invitation to Tender dated 19th August 2011 for the provision of Adult Drug Treatment Services in Cambridgeshire, within the Cambridgeshire DAAT Partnership area.

To: Cambridgeshire County Council
Shire Hall
Castle Hill
Cambridge
CB3 0AP

Having read carefully the Invitation to Tender and in consideration of you considering this Tender:

1. We offer to perform the Service and supply the Goods specified and to complete the contract in accordance with the Contract Documents and our Tender in accordance with the pricing schedules annexed to this Form of Tender.
2. We confirm that if our Tender is accepted we will, upon demand:
 - Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force.
 - Sign formal contract documentation if required.
 - Produce good and sufficient sureties or obtain the guarantee of a Bank or Insurance Company (to be approved by you in either case) to be jointly and severally bound with us in a sum equal to the amount specified in the Contract Documents and upon the terms of the form of Bond specified in the Contract Documents.
3. We agree that this Tender shall constitute an irrecoverable, unconditional offer which may not be withdrawn for a period of 90 days from this date.
4. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that the Council is not bound to accept any tender it receives.

Company*

(1) Signature [s40 Redaction]

Name Alistair Sutherland
(Director)

(2) Signature [s40 Redaction]

Name Jayne Deaville
Director of Finance & Performance

For and on behalf of: South Staffordshire & Shropshire Healthcare NHS Foundation Trust

Registered Address: Trust Headquarters, Corporation Street, Stafford, ST16 3SR

DATE:

Section 6 – Tendering Certificate

To: CAMBRIDGESHIRE COUNTY COUNCIL (“the Council”)

I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf)

1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than the Council the amount or approximate amount or terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
3. Entered into any agreement or arrangement with any other person that s/he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him/her.
4. Canvassed or solicited any member, officer or other employee of the Council in connection with the award of this or any other Council contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other Council contract or tender.

SIGNED* (1) [s40 Redaction]
Status Director

SIGNED* (2) [s40 Redaction]
Status Director of Finance & Performance

for and on behalf of: South Staffordshire & Shropshire Healthcare NHS Foundation Trust

Date:

*Note: to be signed by the same signatories as the Form of Tender

Section 7 – Guarantee Undertaking

(To be completed if the tenderer is a subsidiary company)

Not Applicable

Section 8 – TUPE

South Staffordshire & Shropshire NHS Foundation Trust accept that TUPE applies to this contract and as such:

- The contracts of employment of in-house staff, currently performing the service which is the subject of this tender, will transfer on the same terms and conditions with all liabilities and full continuity of employment to the bidder.
- An incoming Contractor will also be required to comply with any information and consultation requirement under TUPE.
- The Council would expect the successful bidder to provide broadly comparable benefits to those currently enjoyed or otherwise compensate employees.