

APPENDIX F - CERTIFICATES

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Non-Canvassing Certificate

Project Director
Greater Peterborough Health Investment Plan
Project Office
Edith Cavell Hospital
Bretton Gate
Peterborough PE3 9GZ

Any Bidder who directly or indirectly canvasses any officer or employee of the Trusts in connection with the Project will be disqualified.

Therefore we hereby certify and undertake and bind and oblige ourselves and our Connected Persons (as defined below) that we and our Connected Persons have not canvassed or solicited nor will in the future canvass or solicit any officer or employee of the Trusts or any person acting as an adviser for the Trusts in connection with the selection of Bidders and/or the selection of any submissions, proposals or bids in relation to this Project and that our Connected Persons have not nor will so canvass or solicit.

For the purposes of this certificate "Connected Persons" means any person connected with us within the meaning given by Section 839 of the Income and Corporation Taxes Act 1988 and any of the respective directors, officers, employees, solicitors, accountants, bankers or other financial or professional advisers of us and/or of our Connected Persons. Other expressions used in this Certificate shall, unless otherwise stated, have the meanings assigned to them in the 'Initial Release of Information to Bidders' and subsequent 'Invitation to Negotiate' issued by the Trusts.

We agree that we shall be responsible for any failure on the part of Connected Persons to abide by such terms to the same extent as if such failure has been our own action or omission.

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Signature

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Print Name

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Designation

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Date

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Company / Consortium

Non-Collusion Certificate

Project Director
Greater Peterborough Health Investment Plan
Project Office
Edith Cavell Hospital
Bretton Gate
Peterborough PE3 9GZ

The essence of public procurement is that the Trusts shall receive bona fide competitive submissions from all Bidders. In recognition of this principle:

1. We certify that all submissions, proposals and bids submitted by us or on our behalf in connection with the Project, are bona fide and intended to be competitive and we have not fixed or adjusted the prices quoted or any other terms or conditions by or under or in accordance with any agreement or arrangement with any other person.
2. We also certify that we and our Connected Persons (as defined below) have not done and we hereby undertake and bind and oblige ourselves and our Connected Persons that we and our Connected Persons will not do at any time any of the following acts:
 - Communicate to a person other than the Trusts the content of our submissions proposals or bids in connection with this Project (other than in confidence in order to obtain quotations necessary for the preparation thereof ; or
 - Enter into any agreement or arrangement with any other person that he shall refrain from participating in the Project or shall modify the terms of any submission, proposal or bid.
 - Offer or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done, any act or omission in relation to the Project.

For the purposes of this certificate “Connected Persons” means any person connected with us within the meaning given by Section 839 of the Income and Corporation Taxes Act 1988 and any of the respective directors, officers, employees, solicitors, accountants, bankers or other financial or professional advisers of us and/or of our Connected Persons. Other expressions used in this Certificate shall, unless otherwise stated, have the meanings assigned to them in the ‘Invitation to Negotiate’ issued by the Trusts.

3. We agree that we shall be responsible for any failure on the part of our Connected Persons to abide by such terms to the same extent as if such failure had been our own action or omission.

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Signature

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Print Name

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Designation

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Date

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Company / Consortium

Certificate of Acceptance of PFU Standard Terms

Project Director
Greater Peterborough Health Investment Plan
Project Office
Edith Cavell Hospital
Bretton Gate
Peterborough PE3 9GZ

I/We the Bidder certify that I/we have read, understand and accept the NHS Executive Standard Form Project Agreement as issued by the NHS Executive in December 1999 and amended in October 2000 and August 2003) and the points made in section 7.2 of this volume of the PITN.

1.

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Signature

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Print Name

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Designation

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Date

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Company / Consortium

2.

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Signature

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Print Name

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Designation

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Date

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Company / Consortium

Confidentiality Undertakings

Private & Confidential

Project Director
Greater Peterborough Health Investment Plan
Project Office
Edith Cavell Hospital
Bretton Gate
Peterborough PE3 9GZ

Dear Sirs

Confidentiality undertaking

We are interested in obtaining information relating to each of you with a view to preparing and delivering responses, proposals, submissions and/ or bids in relation the Project and carrying out any further discussions or work relating to the Project which you invite or require us to undertake (“**the Permitted Purpose**”).

In this letter, “**Confidential Information**” means all documentation, papers, drawings, plans, diagrams, databases, discs, tapes, computer software and other information and materials (whether in physical form or otherwise) together with information referred to therein relating to the Project whether disclosed orally to us or in writing, or otherwise obtained by us or any of our officers, employees or advisers, and including, without limitation, all such information contained in the Project Data Room and on the related CD-Rom to be supplied to us by you.

In consideration of your making Confidential Information available to us we hereby undertake to you in the terms set out below:

- 1 We shall treat all Confidential Information as strictly private and confidential and take all steps necessary to preserve such confidentiality.
- 2 We shall use the Confidential Information solely for the Permitted Purpose and not for any other purpose.
- 3 We shall not disclose any Confidential Information to any person other than as permitted by paragraph 6 below.
- 4 Upon your request, within seven (7) days, we shall procure the delivery to you of, or at your election destroy, all Confidential Information (including the CD-Rom) which is in tangible form, including all material relating to that Confidential Information which has been prepared on our behalf or on behalf of any person to whom we may disclose the Confidential Information pursuant to paragraph 6 and ensure that any additional information kept on any computer, word processor or similar device is deleted and not retained in any form.
- 5 We shall procure that each person who receives Confidential Information under paragraph 6 below is made aware of this undertaking and complies with it and, if required by you, we will ensure that each recipient undertakes in terms satisfactory to you to be bound by the terms of this undertaking or to enter into a separate undertaking in this form.
- 6 This undertaking shall not prohibit disclosure of Confidential Information to those of our officers, employees and advisers and those officers, employees and advisers of any person, firm or company which is a fellow member of a Consortium who need to know such Confidential Information for the Permitted Purpose.
- 7 This undertaking shall not apply to Confidential Information which is in the public domain at the time it is acquired by us, enters the public domain after that time otherwise than as a result of unauthorised disclosure by us or any other person or which we can prove by written evidence was lawfully in our possession prior to its disclosure by you to us and was not obtained (directly

or indirectly) from you. However, we understand that nothing in this paragraph shall exempt from the undertaking information to the extent that some or all of the features of any Confidential Information (but not the combination or principle of such information) are or become public knowledge or are in the possession of or is subsequently disclosed to us as mentioned in this paragraph or such Confidential Information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or is subsequently disclosed to us as mentioned in this paragraph above if so to obtain or derive it would require substantial skill, labour or expense.

- 8 This undertaking shall continue indefinitely.
- 9 We acknowledge that neither you, nor any of your officers or employees makes any representation or warranty as to the accuracy or completeness of the Confidential Information.
- 10 We acknowledge that damages would not be an adequate remedy for any breach of this undertaking and that you shall be entitled, without proof of special damage, to the remedies of injunction and other equitable relief for any threatened or actual breach of this undertaking.
- 11 This undertaking shall be governed by and construed in accordance with English law and we submit to the non-exclusive jurisdiction of the English courts in relation to any dispute, which may arise out of or in connection with it.

Yours faithfully

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Signature

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Print Name

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Designation

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Date

.....
Company / Consortium

PQQ Validation Certificate

Project Director
Greater Peterborough Health Investment Plan
Project Office
Edith Cavell Hospital
Bretton Gate
Peterborough PE3 9GZ

Bidders are required to confirm the continuing validity of their original PQQ submission and membership of the Consortium by signature to this certificate.

Bidders undertake to advise the Trusts in writing should any aspect of the original PQQ change in the future.

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Signature

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Print Name

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Designation

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Date

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Company / Consortium