**Certificate of Bona Fide Tender – Appendix G**

**Auditing compliance with Section 54 of the Modern Slavery Act 2015**

[Please complete the following on Bidder’s company headed paper and return with your response:]

I / we, on behalf of [Bidder’s organisation name] (“the Bidder”), certify that:

* Having examined the Tender documentation for the provision of and execution of the Goods described therein, I/we the undersigned offer to perform the whole of the said Goods (or the parts advised by the Authority) and to complete the contract in conformity with the documentation provided and as may be described therein for the price or prices as detailed in Appendix I or such other sums as may be determined by mutual agreement between the Parties.
* I understand and accept that the Authority reserves the right to ask for further information that clarifies any Tender response;
* I/we agree to abide by this Tender for a period of 90 days from the date set for receiving the same and it shall remain binding and open for acceptance at any time prior to the expiration of that period;
* I/we have made all due enquiries and all information included in the response to the ITT is to the best of my/our knowledge and belief complete and accurate and contains no material misrepresentation;
* I/we have the authority to include all of the information in the response to the ITT;
* I/we accept and will comply with the terms under the Independent Assessment service (Appendix C) in delivering any services (including but not limited to the delivery of the goods in accordance with the relevant specifications set out in the agreement);
* I/we accept and will comply with the requirements outlined under the Terms of the Independent Assessment service (Appendix C);
* I/we accept and will comply with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”), including application of the Best Value Authorities Staff Transfers (Pensions) Direction 2007;
* I/we accept that this is a bona fide tender, intended to be competitive and that the Bidder has not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person;
* I/we have not done and undertake that neither the Bidder, nor any person on its behalf, will do at any time any of the following acts:-

(a) communicate to a person, with the exception of professional advisers and potential Subcontractors, the amount or approximate amount of this tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender); and

(b) enter into any agreement or arrangement with any other person to restrain another person from tendering or to fix the amount of any tender to be submitted by that other person.

I understand that the provision of false or misleading information could result in the exclusion of the Bidder from consideration for the provision of services to the Authority.

I/we also understand and acknowledge that Sections 1 to 9 of the Bribery Act 2010 (the Act) makes it a criminal offence, punishable by imprisonment, to offer, promise or give a bribe; to request, agree to receive or to accept a bribe; or to bribe a foreign official.

I/we acknowledge and accept that any of these actions (whether or not resulting in a prosecution) may result in the Bidder's exclusion for further participation in this and future procurements of the Authority, its agencies and NDPBs and may result also in the termination of any contract in force between the Authority (its agencies or NDPBs) and the Bidder.

I/we accept and undertake to secure (by the establishment and maintenance of adequate procedures) the compliance of the Bidder, its staff, agents and contractors with the Act and with Home Office Policy on Bribery throughout the term of the Independent Assessments agreement, if appointed.

Signed:

Print Name:

Position:

Dated:

Duly authorised for and on behalf of the Bidder