**ITT Declaration**

**Supply of**

**Audit Services**

**Appendix A**

**Tender Reference**

**OPEN PROCEDURE**

**ITT Declaration**

To: GreenSquareAccord Limited (GSA)

We[Enter name of your organisation] (“the ***Potential Supplier***”)

Having examined the Procurement Documents for the Works/Services including the ITT, the draft Contract, including the Specification and other Employer’s Requirements (“the Contract Documents”), and the Schedules, the Appendices and all other documents issued by GSA for the provision of the Works/Services and in consideration of you agreeing to consider our Tender for those Works/Services set out in these Procurement Documents:

1. We undertake to supply the Works/Services in conformity with the Contract Documents, including the Specification, the Schedules and all appendices, pricing schedule and all other associated documents at the rates set out in our Tender.
2. We confirm that the prices stated in 1 above include all provisional sums and all contingencies.
3. We agree that our Tender shall remain open for acceptance by you and shall not be withdrawn for a period of **6** months from the closing date for return of tenders.
4. We agree that the insertion by us of any conditions qualifying our Tender or any unauthorised alteration to any of the Procurement Documents may cause our Tender to be rejected. We confirm that we have not inserted any conditions qualifying this tender or made any unauthorised alteration to any of the Procurement Documents.
5. We confirm we:

* have undertaken our own investigations and research and satisfied ourselves in respect of all matters (whether actual or contingent) relating to our Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of GSA;
* have not submitted our Tender and will not have entered into the Contract Documents in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of GSA;
* have full power and authority to enter into the Contract and supply the Works/Services;
* are of sound financial standing, with no negative changes to our financial position and have sufficient working capital, skilled staff, other equipment and other resources available to comply with the obligations we will undertake under the Contract;
* will permit GSA or its agents to undertake audits as necessary to ensure compliance with data security; and
* will permit GSA or its agents to inspect our accounts or otherwise carry out such financial investigations as GSA may consider necessary in regard to my/our financial standing and commercial viability.

1. We confirm we will not at any time whilst the Contract is in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by GSA which is for the time being in our possession for the purposes of the supply of the Works/Services.
2. We certify that:

* our Tender is a bona fide Tender and is submitted in good faith:
* details of our Tender have not been communicated to any other person (except as authorised in the Procurement Documents) or adjusted in accordance with any agreement or arrangement with any other person;
* we are not a party to a scheme or arrangement under which any other tenderer was or will be reimbursed any of their tender costs;
* we have not and will not enter into any agreement or arrangement with any person that they will not tender or that they will withdraw any tender once submitted or vary the amount of their tender; and
* we have not and will not pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing, having done, causing or having caused any of the above acts to be done in relation to our Tender or any other tender or proposed tender.

1. We certify that the principles described in paragraph 6 above have been, or will be, brought to the attention of our professional advisers, sub-suppliers, suppliers and associated companies providing works, services, supplies and/or materials connected with our Tender (if any) and that any contract entered into with such members of the professional team, suppliers, sub-suppliers, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
2. We certify that:

* we have not canvassed or solicited nor will we in the future canvass or solicit any board member or employee of GSA in connection with this Tender or in connection with any other tender or proposed tender and that no person employed by us or acting on our behalf has done nor will do any such act;
* we are not a business trading for profit of which a board member, or employee of GSA is or has at any time in the last 12 months been a principal proprietor or directly concerned in its management.

1. We understand that GSA is not bound to accept the lowest or any tender GSA may receive, and GSA will not pay any expenses incurred by us in connection with the preparation and submission of this tender.
2. We confirm that all of the statements and representations given in our completed Tender (including the Evaluation Questionnaire) and any documentation submitted alongside it and all information, representations and other matters of fact referred to in our Tender are true, complete and accurate in all respects at the time of submission of our Tender and that we will notify GSA in writing of any changes to that information that occur before entry into the Contract.

12. We have reviewed the Contract and accept it in its entirety. Should our tender be accepted, and when requested by GSA, we agree to enter into the Contract in the terms set out in the Procurement Documents.

13. We acknowledge that if we have acted or in future act in contravention of this Certificate, GSA will be entitled to disqualify us from further participation in this procurement process or to cancel any Contract award that has been made in relation to it and (subject to the terms of the Contract, if it has been entered into) recover from us the amount of any loss or expense resulting from such disqualification or cancellation including any costs resulting from the procurement being aborted.

In this tender Declaration, the word “person” includes any person and anybody or association, corporate or unincorporated; and “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not. Terms defined in the ITT have the same meanings in this tender Declaration.

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| **Potential Suppliers’ Representative's Signature:** |  |
| **Print Name in Full:** |  |
| **Position in Organisation (must be a director or company secretary or another person authorised by the Organisation to sign\*; if a partnership, at least two partners must sign; a sole trader, the sole trader him/herself must sign):** |  |
| **Telephone Numbers:** |  |
| **Email Address:** |  |
| **Name of Organisation:** |  |
| **Company Registration No:** |  |
| **Address:** |  |
|  |  |
|  |  |
|  |  |
| **Date:** |  |