# Non Collusive Tendering Certificate & Form of Tender

To: XXXXX

The potential supplier warrants that this is a bona fide Tender and:

1. We certify that this proposal is submitted in good faith and that we have not fixed or adjusted the proposal by or under or in accordance with any agreement or arrangement with any other person or party. We also certify that we have not, and we undertake that we will not, before the award of any contract do the work:

a) communicate to any person other than L&P Limited, or a person duly authorised on their behalf the Tender amount or approximate amount of the Tender or proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

b) pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person(s) for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work, any act or thing of the sort described at 1 or a) above;

c) tried to obtain information about anyone else’s bid or proposed bid;

d) made arrangements with anyone else about whether or not they must bid except for the purposes of forming a joint venture to bid for this work.

2. We certify that the prices in this Tender have been arrived at independently without communication, consultation, agreement or understanding for the purpose of restricting competition with any other potential supplier or competitor.

3. We certify no attempt has been made or will be made by the potential supplier to induce any other person or firm to submit or not submit a Tender for the purpose of restricting competition.

4. We agree that L&P may, in consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Definitions in this Certificate:

"Person(s)" includes any person(s) and anybody or association corporate or unincorporated;

"any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and

"the work" means the work in relation to which this proposal is made.

Dated this . . . . . . . . . . . . . . . . day of . . . . . . . . . . . . . . 2019

Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

## Form of Tender

To: **London & Partners**

**2 More London Place**

**London**

**SE1 2RR**

Date: [*Tenderer to insert date*]

Tender for *(insert name of tender)*

Having read carefully the Request for Proposal for ***(insert name of tender)*** (the “RFP”) and all other Procurement Documents issued by or on behalf of L&P in connection with that RFP, and being fully satisfied in all respects with the requirements of that RFP (including the Contract set out in Section 4 of Part A of the RFP):

1. I/We hereby offer to provide the Services specified in the Specification set out in Section 1 sub-section 5 of Part A of the RFP and to perform the contract in accordance with the Contract set out in Section 4 of Part A of the RFP and our Tender (including, without limitation, the Pricing Schedule annexed to this Form of Tender).
2. I/We confirm that if our Tender is accepted I/we will upon demand:
   1. produce evidence that all relevant insurances and compliance certificates required by the Procurement Documents issued by or on behalf of L&P in connection with the RFP (including, without limitation, the Contract) are in force; and
   2. execute the Contract Documents in the form attached to the RFP.
3. We agree that my/our Tender shall constitute an irrevocable unconditional offer which may not be withdrawn for a period of not less than 90 days from the date hereof.

Unless and until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof, shall (subject to any period of standstill) constitute a binding contract between us.

We understand and acknowledge that L&P is not bound to accept any Tender.

This Tender shall remain open for acceptance by **L&P** for a period of not less than 90 days after the due date for return of Tenders specified in the **RFP**.

I warrant that I have all the requisite corporate authority to sign this Tender.

Signed for and on behalf of [*insert name of Tenderer*]:

Signature:

Name:

Date:

PLEASE NOTE – Failure to sign this Form of Tender will result in the rejection of your Tender.