

**Invitation to Tender for**

**38 & 40 Bridge street, 6 Pool street & 45 Bridge street (Bargains Galore)**

**Caernarfon**

**Architect**

## Introduction and background

1. The Project
   1. This Invitation to Tender (“**ITT**”) has been issued by the Company in order to facilitate the delivery of Architectural Design Consultancy Services **RIBA 0 – 7** for two commercial spaces at ground floor level and residential at upper floor level at 38 & 40 Bridge street, 6 Pool street and 34 High Street, Caernarfon ("the "**Project**")..
   2. The purpose and scope of this ITT is to:
      1. explain to tenderers the timetable and process for this stage of the Procurement.
      2. provide Tenderers with sufficient information to enable them to respond fully to this ITT with a valid Tender Response.
      3. provide guidance for submitting Tender Responses, including the administrative arrangements for the submission of Tender Responses.
      4. explain when a Contract will be formed and how it will be awarded; and
      5. set out the evaluation criteria that will be used to evaluate the Tender Responses, and to identify Supplier(s) to perform the Services under a Contract.
   3. This ITT consists of the following documents:
      1. **The Procurement Process:** This part provides further information about the process that will be followed for the Procurement and instructions to Tenderers for submitting Tender Responses. It also sets out the tender deliverables, evaluation criteria and scoring methodology which will be applied to the award of the Contract.
      2. **The Contract.** Tenderers should note that the terms and conditions, schedules and appendices may be subject to review and refinement as part of the Procurement process. The following documents will form the proposed Contract between the Company and the Supplier(s):
         1. the Consultant Brief.
         2. the Conditions of Contract.
         3. the Supplier’s Tender Response.
      3. **Precedence of documents.** In case of inconsistency, ambiguity or conflict between any of the Tender Documents and the documents which form the proposed Contract, the order of precedence shall be as follows (in decreasing order of precedence):
         1. the Consultant Brief;
         2. the Conditions of Contract;
         3. this ITT, save for parts of this ITT which are set out above; and
         4. the Supplier’s Tender Response.

## Instructions to Tenderers

1. General
   1. These instructions are provided to assist Tenderers when reviewing and responding to this ITT. Tenderers are required to fully comply with the instructions in this ITT when preparing their Tender Response. Particular attention is drawn to the fact that failure to comply with such instructions may result in their Tender Response being treated as non-compliant and as a result the Tenderer will be excluded from the competition.
   2. This ITT should be read in conjunction with the QQ. Capitalised terms used in this ITT shall have the meaning given to them in the Glossary. In the event of inconsistency between any other documentation provided in relation to this Procurement and this ITT, the terms of this ITT will prevail.
   3. The Company shall conduct the Procurement in accordance with the requirements of the Public Contracts Regulations 2015 (SI 2015/102) (**PCR 2015**).
   4. The Company is committed to conducting a fair, transparent and non-discriminatory process which ensures equal opportunity for all Tenderers.
2. Communications
   1. All communication in relation to this Procurement, including the submission of a Tender Response, clarifications and other communication with the Company must be made by email to gwyn.williams@bic-innovation.com
3. Preparation and format of Tender Responses
   1. Tender Responses, all documents and all correspondence relating to the Procurement must be written in English or Welsh. Tender Responses submitted in Welsh will be treated no less favourably than those submitted in English and vice versa.
   2. The key dates for the Procurement are set out in the table below (although the Company reserves the right to change any of the key dates and will provide notice to all Tenderers of any such changes as soon as reasonably practicable).

|  |  |
| --- | --- |
| **Event** | **Date** |
| Invitation to Tender Issued | 4/12/23 |
| Clarifications Deadline | 12:00pm on 21st of December 2023 |
| Tender Response Deadline | 12:00pm on 4th of January 2024 |
| Evaluation | W/C 4th of January 2024 |
| Contract Award | 8th of January 2024 |
| Contract Start | 15/1/24 |
|  |  |

* 1. Tenderers must submit Tender Response to this ITT by 12:00pm on 4/1/24 (the “**Tender Response Deadline**”). The Company reserves the right to extend the Tender Response Deadline and any extension granted will apply to all Tenderers. The Company reserves the right to reject any Tender Responses received after the Tender Response Deadline.
  2. As part of a valid Tender Response, Tenderers are required to complete:
     1. Form of Tender
     2. Commercial Questionnaire
     3. Technical Questionnaire
     4. Qualification Questionnaire
     5. Non-Collusion Certificate
  3. All Tender Documents requiring signature must be validly executed by persons duly authorised to sign such documents on behalf of the Tenderer, which may include:
     1. where the Tenderer is an individual, by that individual;
     2. where the Tenderer is a partnership, by two duly authorised partners; and
     3. where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
  4. Tenderers must inform the Company in writing if there is any change in control, composition or membership of its organisation or consortium members subsequent to its Tender Response. The Company reserves the right to disqualify Tenderers from the Procurement as a result of any such change.
  5. In submitting a Tender Response to this ITT it will be implied that Tenderers accept all the provisions of this ITT.

1. Clarifications
   1. Tenderers may submit, by no later than 12:00pm on 21st of December 2023 (the “**Clarification Deadline**”) any clarification queries that Tenderers have relating to this ITT and the Tender Documents. All such clarifications must be submitted by email to gwyn.williams@bic-innovation.com. As far as is reasonably possible, the Company will respond to all reasonable requests for clarification of any aspect of this ITT and the Tender Documents, if made before the Clarification Deadline. The Company will aim to provide responses by close of business on the 22nd of December 2023, after which time no further clarifications will be answered.
   2. The Company reserves the right to issue the response to any clarification request made by a Tenderer to all Tenderers, unless the Tenderer making the clarification request expressly requires it to be kept confidential at the time the clarification is made. If the Company considers the contents of the clarification not to be confidential, it will inform the relevant Tenderer and offer the opportunity to withdraw the clarification request.
   3. The Company reserves the right (but is not obliged) to seek clarification of any aspect of a Tender Response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers which do not meet the requirements of this ITT are likely to affect a Tenderer's score and may render the Tender Response non-compliant.
2. Conditions of Tender
   1. All information supplied to Tenderers by the Company, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to Tenderers’ professional advisers) unless the information is already in the public domain.
   2. There must be no publicity by Tenderers regarding the Project or the future award of any Contract unless the Company has given express written consent to the relevant communication.
   3. The Freedom of Information Act (“**FOIA**”) does not apply to the Company. Tenderers should be aware of the Company’s exemption from the regulations of the FOIA. Information provided by Tenderers in connection with this Procurement exercise, or with any Contract that may be awarded as a result of this exercise, will not have to be disclosed by the Company in response to such a request.
   4. Tenderers are advised that the Company is subject to the requirements of the Environmental Information Regulations 2004 ("**EIRs**").
   5. If a Tenderer considers that any of the information supplied to the Company through this Procurement is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified, together with the timescales after which the information can be disclosed by completing the form in Schedule 3. In such cases, the relevant material will, in response to a request, be considered by the Company in the light of the exceptions provided for within the EIRs. The Company shall have absolute discretion as to whether it considers an exception provided for within the EIRs applies to the relevant information.
   6. It is each Tenderer’s responsibility to ensure that, where applicable, its consortium members, third party suppliers or advisers does not breach any of the requirements in the Conditions of Tender section of this ITT.
   7. Tender Responses must remain valid for acceptance for a minimum of 90 days from the date they are submitted.
   8. Notwithstanding having issued an ITT, the Company makes no representations regarding Tenderers’ financial standing, technical competence or ability in any way to perform the Services.
   9. Tender Responses must not be qualified and must be submitted strictly in accordance with the Tender Documents. Tenderers must not make unauthorised changes to the Tender Documents. Tender Responses must not be accompanied by statements, other than those for which provision is made in the ITT, that could be construed as rendering the Tender Response equivocal. The inclusion of any such statements could result in the Tenderer being excluded from the competition.
   10. Tenderers must obtain for themselves at their own expense, all information necessary for the preparation of the Tender. They must ensure they are fully informed and satisfied as to the nature, extent and practicability of providing the Services and all other risks, contingencies or other circumstances or matters which might in any way affect the Tender Response. The Company recommends that legal advice is obtained by the Tenderer where necessary.
   11. The Company expects that any organisation wishing to provide Services where staff are employed to work directly or indirectly with children, young people or vulnerable adults are able to demonstrate standards of safeguarding commensurate with those expected of statutory organisations. All Tenderers are expected to have considered safeguarding risks both in their general operations and HR procedures and in relation to the Contract being tendered. For contracts identified as high risk, which will be made clear in the Tender Documents, guidance will be given for working with both children and vulnerable adults.
   12. Without prejudice to any of the above paragraphs in this ITT, the Company reserves the right, at its absolute discretion, to:
       1. refrain from considering any Tender Response (and, as a consequence, exclude the relevant Tenderer from the competition) if:
          1. it is not in accordance with the ITT;
          2. is not in accordance with the Specification; or
          3. the Tenderer makes or attempts to make any variation or alteration to the terms of the Tender Response, the Conditions of Contract or the Specification which is not permitted.
       2. disqualify any Tenderer or consortium member (and, as a consequence, exclude that Tenderer or consortium member from the competition) that, in the Company’s opinion:
          1. does not comply with the requirements of this ITT;
          2. does not comply with the requirements of the Specification; or
          3. following a change in the Tenderers’ status, would no longer comply with any mandatory requirements in order to progress under the QQ evaluation process or any other requirement of the Company in connection with this Procurement process that may from time to time be notified to Tenderers.
3. Warnings and disclaimers
   1. Tenderers are expressly and strictly prohibited from:
      1. discussing with each other any aspect of their response to this ITT, their involvement in this Procurement or otherwise exchanging information without the written consent of the Company or colluding in respect of this Procurement.
      2. offering any inducement, fee or reward to any member, official, employee or agent of the Company or any person acting as an adviser to the Company or doing anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916 or the Bribery Act 2010.
      3. has directly or indirectly canvassed any member or official of the Company concerning the acceptance of any Tender Response or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender Response submitted by any other Tenderer; or
      4. contacting any officer, employee or agent of the Company or any person acting as an adviser to the Company in a manner not permitted by this ITT.
   2. The Company reserves the right to disqualify any Tenderer who breaches the prohibitions set out in paragraph 7.1 above.
   3. Tenderers are responsible for ensuring that there are no conflicts of interest either between their own advisers, or between themselves/their own advisers and the Company and its advisers. A Tenderer must notify the Company of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.
   4. While the information contained in this ITT is believed to be correct at the time of issue, neither the Company, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy, or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Company.
   5. The Company is not bound to accept any offer resulting from this Procurement and reserves the right to terminate, amend or vary the Procurement at any time. Nothing in this ITT is to be construed as implying a commitment by the Company that it will award the Contract to a Tenderer. To the fullest extent permissible by law, the Company shall not be liable for:
      1. any losses caused to a Tenderer as a result of such termination or change; or
      2. any losses or expenses incurred by the Tenderer in relation to its participation in this procurement, including the preparation and submission of its Tender Response. Any expenditure, work or effort undertaken is accordingly a matter solely for the commercial judgment of the Tenderer.

## Evaluation and Contract Award

1. Evaluation Process

**Stage 1 – Qualification Questionnaire**

* 1. The Company will assess the responses to the Qualification Questionnaires to identify Applicants with sufficient capacity and capability to successfully deliver the Contract. These sections will be assessed using pass/fail criteria. The scoring methodology is provided below:

|  |  |
| --- | --- |
| **Section** | **Method of scoring** |
| Service Provider Acceptability | Pass/Fail |
| Economic/Financial Standing | Pass/Fail |
| Capacity & Capability | Pass/Fail |
| Equal Opportunities | Pass/Fail |
| Health & Safety | Pass/Fail |
| Sustainability | Pass/Fail |
| Non-collusion Certificate | Pass/Fail |

* 1. Failing a single section in Stage 1 will mean that a Tender will not be considered further and the relevant Tenderer will be excluded from the competition.
  2. During stage 1, only answers to questions in the QQ will be reviewed, therefore any information pertinent to these questions must be included in these sections.

**Stage 2 – Technical and Commercial Questionnaires**

* 1. Applicants who pass all sections of the QQ and who meet the Company's suitability requirements for the ITT in accordance with the QQ will be invited to submit a Tender Response in accordance with the ITT.
  2. On receipt of the Tender Responses, the Company will perform an evaluation of valid Tender Responses, with a view to selecting a Supplier to perform the Services.
  3. The Company will evaluate Tender Responses on the basis of the most economically advantageous Tender Response by an evaluation panel representing a range of the Company’s stakeholders, using a scoring weighting of:

1. Evaluation Methodology - Commercial (Price): 30% of overall score
   1. Tenderers must complete the Commercial Questionnaire in its entirety. Any Tender Responses with incomplete Commercial Questionnaires will not be considered. If Tenderers have any questions about the Commercial Questionnaire please mail gwyn.williams@bic-innovation.com.
   2. The lowest Tender Response price received will be divided by the Tenderer‘s bid price and multiplied by 30% to give a total score for this element. The lowest price will therefore score a maximum of 30%.
2. Evaluation Methodology - Technical (Quality): 70% of overall score
   1. Tenderers must complete the Technical Questionnaire in its entirety. Any Tender Responses with incomplete Technical Questionnaires will not be considered. If Tenderers have any questions about the Technical Questionnaire please use email gwyn.williams@bic-innovation.com.
   2. Each question in the Technical Questionnaire has a weight as identified in the table below:

|  |  |
| --- | --- |
| **Question** | **% of overall score** |
| Q1 Please provide a brief description of up to 5 relevant commissions you have successfully delivered in the last 10 years in respect of works centred on retail properties in Wales that demonstrate your experience of working in the field of adapting retail properties with accommodation on upper floors. Please provide references to support from previous clients. Please provide a portfolio of previous work. If you are bidding on behalf of a consortium, please provide examples from the consortium member(s) which would deliver each relevant part of the requirements if you were successful. | 35% |
| Q2. Please detail on how you would propose to deliver the services outlined in the brief to the complete satisfaction of the client. Your answer should include reference to key personnel that would be working on the project and your company’s capacity and resources. Your response time to attending site is important as is your travel distance with a view to availability and carbon footprint. Providing a bilingual service in Welsh and English is beneficial. Please also outline any steps you have taken to provide local community benefit in the past. | 35% |

* 1. The Evaluation Team will score each section or response in the Technical Questionnaire. All questions will be evaluated in line with the scoring criteria summarised in the following table:

|  |  |  |
| --- | --- | --- |
| **Number of**  **Points** | **Type of Response** | **Definition** |
| 0 | **Unsatisfactory** | Fundamentally unacceptable response. The response is not relevant to the question or the question has simply not been answered. Where the question has been answered, the response raises significant and unacceptable concerns about the Tenderer’s understanding of the requirements and/or ability to meet those requirements which may have a highly detrimental impact on Contract performance. |
| 1 | **Poor** | Poor response that raises serious concerns about the Tenderer’s understanding of the requirements and/or ability to meet those requirements which are likely to have a detrimental impact on Contract performance. |
| 2 | **Satisfactory** | Response achieves satisfactory standards in most respects, but has omissions which raise some concerns about the Tenderer’s understanding of the requirements and/or ability to meet those requirements which may impact to a limited extent on Contract performance. |
| 3 | **Good** | Response achieves reasonable standards in most respects, but has minor omissions which raise concerns about the Tenderer’s understanding of the requirements and/or ability to meet those requirements which are unlikely to impact on Contract performance. |
| 4 | **Excellent** | Excellent standard of response without any issues. Comprehensive, robust, and well justified, showing a full understanding of the Company’s requirements. The response raises no concerns about the Tenderer’s understanding of the requirements and/or ability to meet those requirements. |

* 1. Where a tenderer scores 1 or less for any individual questions within the Technical Questionnaire the Company reserves the right to eliminate the tenderer from the procurement process without further clarification.
  2. The overall commercial score and overall technical score will be combined to give an overall score for each compliant Tender Response.
  3. The Company will rank Tenderers using the overall score and the Tender Response with the highest overall score will be considered the most economically advantageous Tender Response.
  4. A tied bid is where two or more applicants’ scores are equal to one decimal place. In the event of a tied bid (as defined above), the applicant who has scored higher in the quality section of the tender will be awarded the contract. Should quality scores be equal a decision will be made to award to the applicant who has submitted the lowest price from those applicants whose quality score is equal.

1. Contract Award
   1. The Company may award Contract(s) on the basis of a Tender Response submitted in accordance with the instructions set out in this ITT.
   2. A Contract award is subject to the formal approval process of the Company. Until all necessary approvals are obtained and the standstill period completed, no formal and legally binding Contract(s) will be confirmed or entered into.
   3. Once the Company is satisfied that the formal approval process has been completed satisfactorily and has reached a decision in respect of a contract award, it will notify all Tenderers of that decision prior to entering into any formal and binding legal Contract(s).
   4. The Company reserves the right to cancel this Procurement at any stage and not enter into a Contract with any Tenderer. No binding contract between the Company and the Supplier shall be formed unless and until the Contract is executed.
   5. [Subject to the completion of the formalities referred to in clause 11.3 (where relevant), the Company will notify all unsuccessful Tenderers of the identity, relative advantages and characteristics of the successful Tender Response as compared with the addressee's Tender Response. Where appropriate this notice will comply with the provisions of Regulations 86 and 87 of PCR 2015.]

## Contract Terms

* 1. The Company proposes to enter into a Contract for a maximum period of 1 year with the Supplier.
  2. The Supplier shall be prohibited from transferring or assigning directly or indirectly, to any person or persons whatever, any portion of the Contract without the written permission of the Company. Sub-letting any part(s) of the work, except to the extent permitted in writing by the Company, shall be prohibited.
  3. The Company shall be entitled to cancel the Contract and to recover from the Supplier the amount of any loss resulting from any such cancellation if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to obtaining or the execution of the Contract or any other contract with the Company, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Company, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with the Company the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010, or any amendment of them.
  4. The draft Contract that the Company proposes to use is attached at Schedule 2, however the Company reserves the right to make changes to this document where necessary so as to tailor the Contract to the specific terms required where only standard terms and conditions of the Company have been attached.

**Schedule 1**

# Consultant Brief

Available to download from www.galericaernarfon.com

**Schedule 2**

Consultant’s Terms & Conditions

**Galeri Caernarfon**

**GENERAL CONDITIONS OF CONTRACT**

**FOR THE SUPPLY OF CONSULTANCY SERVICES**

1. INTERPRETATION
   1. In the contract (as defined below) the following words and expressions will have the following meanings:-
2. “The Company” means Galeri Caernarfon, Doc Victoria, Caernarfon, Gwynedd, LL55 1SQ.
3. The “Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant Government Department concerning the legislation.
4. The “Chief Officer” means the Chief Executive of Galeri Caernarfon.
5. The “Contract” means the General Conditions of Contract, the specification, the schedule of prices, the tender or other offer and its acceptance and any other supplemental documents.
6. The “Contract Manager” means any such persons as are notified from time to time to the Contractor by the Chief Officer in writing. Any Contract Manager shall undertake day to day monitoring of the Services provided within this contract on behalf of the Chief Officer.
7. “The Contractor” means the person or persons, firm or company whose tender or other offer has been accepted by the Company and includes the Contractor’s personal representatives successors permitted assigned servants or agents.
8. “Prohibited Act” – the following constitutes Prohibited Acts:
9. To directly or indirectly offer, promise or give any person working for or engaged by the Company a financial or other advantage to:
10. induce that person to perform improperly a relevant function or activity;

Or

1. reward that person for improper performance or a relative function or activity; to directly or indirectly request, agree to receive or accept any financial or

**Schedule 3**

# Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive

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The reason(s) it is considered that this information should be exempt under EIRs is:

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|  |

The period of time for which it is considered this information should be exempt is until award of Contract

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| --- | --- |
| SIGNATURE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NAME (PRINT): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| POSITION: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| COMPANY: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Schedule 4**

# Form of Tender

**Galeri Caernarfon**

**FORM OF TENDER**

Chief Executive

Galeri Caernarfon

I/We………………………………………...........................……….............................(Supplier’s name) having read the tender documentation delivered to us and do hereby offer to provide the Project **Architectural Design Consultancy Services for 38 & 40 Bridge Street, 6 Pool street and 34 High street, Caernarfon.**

For the following price - £

This Tender Response remains open for acceptance for 90 days from the Tender Response Deadline date.

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance indemnifying us and the Employer against such liability with a limit of indemnity of not less than £5.0m in any one accident, unlimited in any one year.

I/We understand that it may be necessary to negotiate a level of cost acceptable to Galeri Caernarfon Forward (the " **Company**”).

I/We agree and understand that no insertion or endorsement made to this Form of Tender or any other conditions made by the Supplier in connection with this tender figure will be accepted by the Company and any such insertion, endorsement or condition shall render the tender liable to rejection by the Company in accordance with the ITT.

I/We declare that to the best of my knowledge the answers submitted and information contained in this submission document are correct and accurate.

I/We are aware of the consequences of serious misrepresentation.

Dated this................…………..……. day of …………………………........……......................2023

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNED……………………………….………………………………………………………………………………… | |  |  |
| PRINT NAME………………………………………………………………………………………………………… | |  |  |
| POSITION IN COMPANY…………...………………………………………………………………………….. | |  |  |
| NAME & ADDRESS COMPANY | ………………………………………………… |  |  |
|  | ………………………………………………… |  |  |
|  |  |  |  |

WITNESS ………………………………………….

ADDRESS …………………………………………

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**Schedule 5**

# Qualification Questionnaire (ESPD)

Available to download from www.galericaernarfon.com

**Schedule 6**

# Commercial and Technical Questionnaire

Available to download from www.galericaernarfon.com

**Schedule 7**

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| --- | --- |
| **CERTIFICATE OF NON COLLUSION** | |
| 1 | We certify that this is a bona fida tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts: - |
| 1.1 | Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance quotations required for the preparation of the tender. |
| 1.2 | Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted. |
| 1.3 | Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. |
| 2 | We further certify that the principles described in paragraph 1 above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with the sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties. |
| 3 | In this certificate, the word “person” includes any persons and any body or association, corporate or un-incorporate; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not. |
| 4 | I confirm that I accept that any breach of the conditions of the collusive tendering certificate will inevitably lead to the rescission of the contract by Galeri Forward. |
|  | Company Address:  Tel No:  E-mail:  Dated:       Signature: ……………………………………….  Name:       Position: |