

**TENDER CERTIFICATE**

For: GHCOM1009 - Asbestos Works

To: Golding Homes (the **“Client”**)

We Golding Homes RS007628 ***[Tenderer to amend, insert name and company registration details as appropriate ]*** and carrying on business at: ………………………………………………………………… ***[Tenderer to insert address]*** (the***“*Tenderer”**)

having examined the Invitation to Tender (**“ITT”**), Price Framework, Contract Details, Contract Conditions, Preliminaries, Specification of Workmanship and Materials, KPI Framework, Schedule of Rates and other documents that form part of the Contract Documents (the “**Contract Documents**”), and the Appendices and all other documents supplied by the Client with the ITT (collectively the **"Tender Documents"**) issued by the Client for the provision of the Works and in consideration of the Client agreeing to consider our Tender for those Works set out in these Tender Documents:

* 1. undertake to execute and complete the Works in conformity with the Contract Documents on the basis and at the tendered Rates set out in the Price Framework;
  2. confirm that the Rates stated in 1 above include all Provisional Sums, Prime Cost Sums and all contingencies;
  3. agree that our Tender shall remain open for acceptance by you and shall not be withdrawn for a period of 52 weeks from the closing date for return of Tenders;
  4. agree that the insertion by us of any conditions qualifying our Tender or any unauthorised alteration to any of the Tender 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 Tender Documents;
  5. 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 the Client;
* 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 the Client;
* have full power and authority to enter into the Contract Documents and undertake the Works;
* are of sound financial standing and have sufficient working capital, skilled Staff, other Equipment and other resources available to comply with the obligations we will undertake under the Contract Documents; and
* will permit the Client or its agents to inspect our accounts or otherwise carry out such financial investigations as the Client may consider necessary in regard to my/our financial standing and commercial viability;
  1. confirm we will not at any time whilst the Contract Documents are 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 the Client which is for the time being in our possession for the purposes of the Works;
  2. certify that:
* details of our Tender have not been communicated to any other person (except as authorised in the Instructions to Tenderers) 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. certify that the principles described in paragraph 7 above have been, or will be, brought to the attention of our professional advisers, sub-contractors, suppliers and associated companies providing services, services, supplies and/or materials connected with our Tender (if any) and that any contract entered into with such members of the professional team, contractors, sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties;
  2. certify that:
* we have not canvassed or solicited nor will we in the future canvass or solicit any board member or employee of the Client 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 to whom the Client may not make a payment under the Client’s Probity Policy;
  1. understand that the Client is not bound to accept the lowest or any tender the Client may receive, and the Client will not pay any expenses incurred by us in connection with the preparation and submission of this Tender;
  2. agree that if our Tender is accepted, we will enter into the Contract Documents in the terms set out in the Tender Documents when requested to do so by the Client;
  3. agree that we aren’t doing business with any nation actively sanctioned by the U.S. Department of the Treasury: <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>
  4. either:
* [enclose with our Tender the completed Parent Company Guarantee undertaking completed by our ultimate holding company where we are a subsidiary; or
* [confirm that we are not a subsidiary of any company. ***[Tenderer to delete as applicable]***
  1. acknowledge that if we have acted or in future act in contravention of this Certificate, the Client will be entitled to disqualify us from further participation in the Works or to cancel any contract award that has been made in relation to it and (subject to the terms of the Contract Documents, 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.

Note: In this certificate, the word “person” includes any person and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not.

**Tenderer's representative's signature and print name in full**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature:** |  | | **Name:** |  |
| **Position in company/firm\*:** | |  | | |
| **Name of company/firm:** | |  | | |
| **Company registration no:** | |  | | |

|  |  |
| --- | --- |
| **Address:** |  |
| **Tel. No(s)** |  |
|  |  |
| **Email address:** |  |
|  |  |
| **Date:** |  |

\***must be**

* **a director or company secretary or another person authorised by the Tenderer to sign (\***and proof of authority to sign must be submitted with the Tender Certificate (e.g. Board Minute)**;**
* **if a partnership, at least two partners must sign;**
* **a sole trader, the sole trader him/herself must sign);**

|  |  |
| --- | --- |
| **Name of Person to contact for queries about the Tender:** | |
| Name:  (Block Capitals) |  |
| Telephone: |  |
| email: |  |