

DECLARATION THAT TENDER IS A BONA FIDE COMPETITIVE TENDER

Tender for: Provision of an Electronic Monitoring Service to Offenders in Scotland

Returnable by: 3pm on 9 October 2001

The essence of selective tendering is that the Scottish Ministers shall receive bona fide competitive Tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide Tender, intended to be competitive, 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:

- a. communicate 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 premium insurance quotations required for the preparation of the Tender;
- b. enter into any agreement with any other person whereby he will refrain from Tendering or as to the amount of any Tender to be submitted;
- c. offer or pay or give or agree to pay 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.

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

Signature: Date:

Name: **BLOCK CAPITALS**

Position in Organisation:

Signed for and on behalf of:

Name
Address
Postcode

NOTE:

1. If applying on behalf of a consortium, please list the names and addresses of all other members of the consortium below. Please note that the Contract will be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute said Contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the Contract. It will be for members of the consortium to sort out their respective duties and liabilities amongst each other.
2. For administrative purposes, any associated documentation prior to and post Contract award and payment of the Contract Price will be made to the nominated lead organisation.
3. If Sub-Contractors are proposed to assist in the delivery of the Service, please list the company names and addresses below.

Consortia members names and addresses:

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Sub-Contractors' names and addresses:

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