

21 May 2021

Invitation to Tender – External Audit of Partnerships for Forests programme

Project:	Partnerships for Forests
Tender for:	Auditor to conduct an external audit of the Parternships for
	Forests programme Apr 2020 - Mar 2021.
Activity Number	N/A
The Company:	Palladium International Ltd ('Palladium')
Closing Date and Time:	Friday 11th June 2021 at 5pm UK time
Contact Person:	Lydia Rowland
Details for submission:	Lydia.rowland@thepalladiumgroup.com
Tender Validity Period:	45 days from Closing Date
Number of Hard Copies of Tender:	N/A
Delivery Address:	Remote
Jurisdiction	United Kingdom

Thank you for your interest in the above procurement. As the managing contractor for the Project, the Company invites you to tender for this activity. This pack includes:

- Part 1: Terms of Reference (TOR)
- Part 2: Conditions of tender
- Part 3 and 4: Technical and financial selection criteria
- Part 5: Client Terms and Conditions
- Part 6: Standard contract template which the successful tenderer is required to sign once the agreed commercial terms have been included.
- Part 7: Declaration by Tenderers

Please forward your Tender in accordance with the Details for Submission above by the Closing Date and Time to Lydia.rowland@thepalladiumgroup.com.

I look forward to your response. If you have any queries, please do not hesitate to contact me on +44 1275 811 345 or by e-mail to Lydia Rowland - Lydia.rowland@thepalladiumgroup.com

Yours sincerely,

Lydia Rowland

Risk Manager

Part 1 – Terms of reference

1. Background

Partnerships for Forests ("P4F"), Contract No. 7044 Investment in Forests and Sustainable Land Use, is funded by the Foreign, Commonwealth and Development Office ("FCDO") and managed by Palladium International Ltd ("the Company"). The objective of the audit is to conduct an independent annual programme financial audit of P4F from 1 April 2020 to 31 March 2021 and determine the activity is in accordance with the contractual requirements for the Partnerships for Forests program.

The audit is not designed to ascertain program effectiveness in either the Company or FCDO. The audit operations are restricted to reviewing the systems and application of procedures of the Company and the implementing consortium partner.

The programme has the broad aim of catalysing increased private investment in sustainable forestry and "reduced-deforestation" agriculture. It works to support a transformation to sustainability in markets for commodities associated with deforestation, including timber, palm oil, soya, beef and paper. It supports a set of innovative public-private partnerships which demonstrate how the private sector can contribute to a reduction in the rates of deforestation, as well as a range of related enabling activities to address barriers to investment.

The contract has an upper limit value of GBP 119,932,978.00 of which GBP 64,049,988 is for fees and expenses and GBP 55,882,990 being the fund available for project financing. The contract has a start date of 16 November 2016 and is due to finish by 16 November 2023. The project is substantially delivered through a key contractor: SYSTEMIQ. In addition to the PMO in Bristol, there are also project delivery offices in Accra, Addis Ababa, Jakarta, Sao Paulo and Bogota.

2. Objectives of the assignment

The objective of the audit is to conduct an independent annual programme financial audit of P4F from 1 April 2020 to 31 March 2021 and determine the activity is in accordance with the contractual requirements for the Partnerships for Forests program.

This exercise is required to give full and satisfactory audit discharge to the project expenditure from 1 April 2020 to 31 March 2021.

3. Scope of the assignment

The audit will be carried out in accordance with international standards of auditing. It will include such tests and controls as the auditor considers necessary. All tests and controls must be undertaken remotely, given current Covid-19 restrictions. The auditor must provide a satisfactory overview of how any risks associated with remote tests and controls will be mitigated. Representative sampling from electronic copies may be used as the auditor considers necessary. Specific focus will be to establish:

- That funds have been recorded and funds have been expended in accordance with the terms and conditions of the contract;
- That goods and services have been procured in accordance with the guidelines included in the contract;
- That necessary supporting documents, records and accounts have been kept in respect of programme expenditure;
- That the P4F office asset registers have been kept in respect of FCDO-funded assets, verifying the physical existence of FCDO-funded project assets using photos / videos as needed, and that the information listed on the relevant asset register is up to date;

- Whether the Company has in place sufficient safeguards to protect against harm and unethical conduct;
- Whether the systems, procedures and controls, contractual or otherwise, adopted by P4F are efficient, effective and transparent;
- Whether these systems, procedures and controls enable P4F to discharge its contractual obligations to FCDO, including its financial and project management obligations;
- Whether improvements to P4F systems, procedures and controls can be made as a result of the findings of this audit.

Deliverables:

- Audited financial report (hard and soft copies) for the period noted.
- A management letter, which should highlight observed weaknesses in the system of internal controls, the impact on the delivery of Project objectives and the recommendations for managing the identified issues over the life of the programme.
- A statement of compliance with FCDO terms and conditions as contained in the Company's contract.
- A verification report on program funded assets.

Specification of service provider:

The Auditor is required to meet the following minimum specifications:

- The Auditor will have a physical presence (i.e. A functioning commercial office) in one or more of the countries in which P4F operates outside of the United Kingdom
- The Auditor will have sufficient staff capacity to be able to conduct a remote audit assignment between June August 2021.
- The Auditor will have adequate technical and operational systems to conduct the audit remotely and will be able to provide evidence of having done so previously.

In addition, the Auditor is required to meet one of the following minimum specifications:

- The Auditor is a member of a national accounting or auditing body or institution which in turn is a member of the International Federation of Accountants (IFAC)
- The Auditor is a member of a national accounting or auditing body or institution. Although this organisation is not a member of the IFAC, the Auditor commits him / herself to undertake this engagement in accordance with the IFAC standards and ethics.

4. Duration and phasing

As the audit will be run remotely, the remote 'fieldwork' is expected to run for 15 business days commencing from 19th July 2021, during which time, access to soft copies of all necessary documentation will be made available. The audit firm is expected to submit first draft of report by 13th August 2021 and the final report no later than 27th August 2021.

5. Financial component

Please refer to Part 5 for details relating to preparation of the financial submission.

6. Responsibilities of the Company

To be available, to a reasonable extent, to the Auditor during the preparatory phase of the engagement, including making available all documents, templates, policies and procedures necessary for conducting the Audit.

To provide information on the context and nature of the programme and terms and conditions of the Company's contract and contractual obligations. To confirm that the Auditor is aware and compliant with all terms and conditions of the contract and briefing documents.

7. Contractor responsibilities

- To be prepared to sign the Standard Contract Terms.
- To have in place insurance policies covering Professional Indemnity and Public Liability.
- To have any relevant registrations (including tax registrations) in the activity Jurisdiction.

To hold any regulatory permits or approvals required to provide the services, either as an individual or through a registered entity.

Part 2 – Conditions of tender

1. Tender content

- 1.1. The tender must contain the following:
 - 1.1.1 a cover letter (no longer than 1 page) to the tender for the activity (specify the Activity number), including the signed declaration contained in Part 7;
 - 1.1.2 a technical submission (in the form detailed in Part 3);
 - 1.1.3 a financial submission (in the form detailed in Part 4).
- 1.2. Every Tender needs to state in the submission:
 - 1.2.1 in the case of an individual, full or given names, surname and address:
 - 1.2.2 in the case of a trust, the full names and addresses of each trustee of the trust;
 - 1.2.3 in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
 - 1.2.4 If relevant, a list (including CVs if requested) of all the nominated personnel expected to contribute to the performance of the TOR, including their names, surnames, title of their position and their proposed level of effort.
- 1.3. Tenders are to be written in English, Arial font 12
- 1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR (or this Tender generally) will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
- 2.2. The Company will evaluate Tenders on the following basis:
 - 2.2.1 a technical assessment;
 - 2.2.2 a financial assessment;
 - 2.2.3 any other factors which may impact on the Tenderer's potential performance.
- 2.3. The Company reserves the right:
 - 2.3.1 to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;
 - 2.3.2 to cancel or vary the Invitation to Tender process at any time whether before or after the closing date:
 - 2.3.3 to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
 - 2.3.4 to recall tenders from any source including those tenderers who have already submitted tenders, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for this action;
 - 2.3.5 to accept Tenders for the whole or any part of the requirement;
 - 2.3.6 to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
 - 2.3.7 to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
- 2.4. The Company shall not be bound by any advice given or information furnished by it.
- 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
- 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
- 2.7. Your Tender will be valid for the Tender Validity Period specified on p.1.

3. Technical Assessment

- 3.1. The Technical Assessment will be undertaken by an internal procurement committee.
- 3.2. The Company may specify weighting for assessment criteria in Part 4.

4. Financial Assessment

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by The Company of the Tenders assessed as technically suitable.
- 4.2. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 4.3. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

- 4.4. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 4.5. Additionally, if requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.
- 4.6. If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

5. Acceptance of Tenders

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.2. A Tender will not be deemed to be accepted unless and until a Contract in the form listed in Part 7 is signed by the Company and the Tenderer (with the agreed commercial terms included).
- 5.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred Tenderer.

6. Alternative Tenders

- 6.1. The Company reserves the right to accept and consider alternative Tenders providing they:
 - 6.1.1 are submitted with a compliant Tender;
 - 6.1.2 clearly identify the differences and improvements offered.

7. Non-Compliant Tenders

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
- 7.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

8. Lodgement of Tenders

- 8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender
- 8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
- 8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

9. Tenderer Costs

- 9.1. Tenderers are responsible at their own cost to:
 - 9.1.1 make all arrangements and obtain and consider all information relating to the TOR;
 - 9.1.2 prepare, deliver and lodge their tender;
 - 9.1.3 deal with any issues, including disputes, that may arise out of the tendering process.

10. Confidentiality

- 10.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
- 10.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
 - 10.2.1 is strictly necessary for submitting the Tender;
 - 10.2.2 is required by relevant laws:
 - 10.2.3 is authorised by prior written approval from the Company; or
 - 10.2.4 occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
 - 10.2.5 If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.
 - 10.2.6 The parties agree that this obligation applies during the Tender and after the completion of the process.

11. Request for Information

11.1. Any prospective tenderer may within a reasonable time before the closing date request information on any point of clarification in this Tender. The information requested shall be given in writing by the Company as soon as practicable. Where in the opinion of the Company the information could have an effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

12. Business Partner Code of Conduct

12.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at thepalladiumgroup.com/policies.

13. Unsuccessful Tenders

13.1. Unsuccessful Tenders will be notified in writing and shall be entitled to feedback regarding their tender.

14. Tenderer Acceptance of Conditions

14.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the cover letter of the submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

15. Conflict of Interest

15.1. Tenderers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

Inconsistencies

- 16.1. If there is inconsistency within this ITT, the following order of precedence shall apply:
 - 16.1.1 these Terms and Conditions;
 - 16.1.2 the Cover Page of this ITT; and
 - 16.1.3 Part 5 Client Terms
 - 16.1.4 Part 6 Standard Contract
 - 16.1.5 Part 1 Terms of Reference
 - 16.1.6 Part 4 Financial Assessment Selection Criteria
 - 16.1.7 Part 3 Technical Assessment Selection Criteria
 - 16.1.8 the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

17. Jurisdiction

- 17.1. This Tender process shall be subject to the laws of the Jurisdiction.
- 17.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.
- 17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.
- 17.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.
- 17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

Part 3 – Technical assessment selection criteria

Requirements for the Technical Submission

The Technical Submission must:

- 1. be in a type font of no less than 12 points;
- 2. be in a single column format;
- 3. be five pages or less in length (not including CVs);
- 4. have attached up-to-date CVs relevant to the activity of the preferred consultant/s (no longer than 4 pages), including contact details for two referees who can comment on recent experience relevant to the application;
- 5. Follow the question structure listed below and clearly address the Scoring Criteria, also listed below, as this will impact on the assessment process.

1. The Technical Assessment

- 1.1 The Technical Assessment will place emphasis on the degree of confidence the Procurement Committee has in the Tender content and the Tenderer's ability to deliver the services effectively. A high degree of confidence will be gained where:
- 1.1.1 A deep understanding of the key issues relevant to the TOR and scope of work is clearly demonstrated.
- 1.1.2 A convincing proposed methodology for the remote audit is provided to achieve results, whilst ensuring optimal value for money over the lifetime of the contract. Such methodology should include clear links between performance outputs and pricing mechanisms (such as milestones for payment linked to clear deliverables) and must demonstrate the Auditor's ability to conduct the Audit remotely, such as clear reference to online tools and softwares that will be used to conduct the work.
- 1.1.3 The methodology includes monitoring & performance management tools where appropriate, such as: critical path analysis, risk strategies/mitigation plans, communications plans etc.
- 1.1.4 A detailed Work Plan is provided that breaks down activities and outpits, which are clearly cross-referenced (where appropriate) to the level of effort of Nominated Personnel, payment mechanisms and governance/quality assurance mechanisms to ensure effective delivery on time and within budget.
- 1.1.5 Strong examples demonstrate the proposed methodology has been applied successfully in environments relevant to this ITT, particularly conducting audits remotely.
- 1.1.6 A well balanced team of Nominated Personnel is proposed that provides the right mix and level of skills, with assured availability at the right time and with the right number of days.
- 1.1.7 Greater effort has been made to provide certainty in the Tender detail so that it can be relied on from a contractual perspective (for example, poor management processes, lack of performance measures and vague terminology represent a potential performance risk).

2. Form of the Technical Submission

2.1. Technical Submissions must follow the question structure below, addressing each question separately and distinctly.

Form	of Technical Submission	Page limit (pages)	Weight	Score (0 – 5)	Max Weight ed Score	Minimu m Score Requir ement
1a)	Quality of Nominated Personnel	1	3		15	3/5

	Tenderers should describe, referring to the CVs s ubmitted to evidence any statements, how the Nominated Personnel fulfil each of the relevant criteria set out in the Specification of the Advisory Support in the TOR and are sufficiently skilled staff to oversee all aspects of the Scope of the Assignment .				
1b)	Quality of Auditor Tenderers should describe how they (the Auditor) and any consortium partners fulfil each of the relevant criteria set out in the Specification of the Advisory Support in the TOR.	1	3	15	3/5
2)	Methodology and Approach to Delivery of TOR 2.1) Tenderers should describe from their own understanding of the Objectives of the Assignment and the Scope of the Assignment in the TOR, as well as the context of the project, how they and any consortium partners will facilitate delivery of the tasks set out in the Scope of the Assignment. (6/10). 2.2) Tenderers should describe their approach to ensuring optimal value for money. This includes, but is not limited to, how Tenderers will limit the amount of reimbursable expenses charged, how cost savings will be achieved whilst working across multiple country offices and how staff will be utilized to maximize value for money. (2/10) 2.3) A half (0.5) page anticipated Workplan for an audit assignment based on the Tenderers understanding of tasks listed in the Scope of the Assignment in the TOR, plotting the delivery of the tasks using the methodology mentioned above. The W orkplan must identify the number of days to be worked by each individual staff role, and should directly relate to the information provided in the Financial Submission. (2/10)	3	10	50	3/5
3)	Relevant Experience	1	4	20	3/5

Tenderers should identify 2 assignments undertaken within the last 3 years similar to and r elevant to the TOR and the Partnerships for Forests context. A brief summary of each of the assignments should be provided, as should the name and contact details for referees who can ve rify the Tenderers performance on the assignment.				
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3. Technical Assessment Scoring Criteria

3.1 The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

Scoring	Methodology for the technical submission
5	Excellent, addresses the requirements of the TOR and all ITT issues, and where relevant demonstrates fine tuning, to make a match with Client expectations, and is of a quality and level of detail and understanding that provides confidence in certainty of delivery and permits full contractual reliance (where applicable).
4	High degree of confidence that they can meet the requirements of the TOR (and where relevant strong evidence they have tailored their response to meet these). Demonstrates they have a thorough understanding of what is being asked for and that they can do what they say they will; translates well into contractual terms (where applicable).
3	An understanding of all issues relating to delivery of the TOR and tailoring the response to demonstrate that proposals are feasible so that there is a good level of confidence that they will be delivered; can be transposed into contractual terms (where applicable).
2	Understands most of the issues relating to delivery of the TOR and addresses them appropri ately with sufficient information, but only some relevant tailoring and so only some confidence that they will be able deliver in line with expectations.
1	Some misunderstandings of the issues relating to delivery of the TOR and a generally low level of quality information and detail. Poor appetite to tailor when asked, fails to meet expectations in many ways and provides insufficient confidence.

TOR issues are scantily understood and flimsy on quality information, with minimal tailoring, if anywhere. Provides no confidence that the issues will be addressed and managed at all in lin e with expectations.

The technical submission format <u>must</u> clearly address the criteria above as this will impact on the assessment process. Please remember the technical submission should not exceed five pages.

Part 4 – Financial assessment selection criteria

- 1. The Financial Submission must:
- 1.1 Include the following key information:
- 1.1.1 State the daily fee rate (based on an 8 hour working day for one person) for the Nominated Personnel and any other staff roles expected to be deployed on the Audit assignment in completion of the tasks listed under the Scope of the Assignment in the TOR.
- 1.1.2 State the number of days each of those staff roles will contribute while deployed on the Audit assignment.
- 1.1.3 The staff roles and number of days required here should correspond directly to those listed in the Workplan, provided as part of the Technical Submission.
- 1.1.4 Fee rates should include all costs that are not reimbursable.
- 1.1.5 Fee rates should be in Pounds Sterling (GBP) and must be inclusive of all relevant taxes.
- 1.2 The quote should follow the format listed below:

Audit Assignment			
Staff Role	Daily Fee Rate	Number of Days	Daily Cost
E.g. Staff Role A	e.g. £100	e.g. 1	e.g. £200 (2x£100)
E.g. Staff Role B	e.g. £50	e.g. 10	e.g. £500 (10x£50)
		Total Price	e.g. £700

- 1.3 Consideration of the following financial aspects must be included:
- 1.3.1 The daily fee rates should be based on the number of days set out in the Workplan to complete an Audit assignment based on the tasks in the Sope of the Assignment, found in the TOR.
- 1.3.2 The daily fee rates are to be inclusive of all relevant taxes but exclusive of any reimbursable costs.
- 1.3.3 All activity preparation costs are the responsibility of the Auditor
- 1.4 Standard reimbursable expenses
- 1.4.1 Standard reimbursable expenses are as follows (for reference only, please note that it is not expected that any of the following reimbursable expenses will be necessary, given the remote nature of the engagement):

Category and Allowance	
Flights	Return airfare can be reimbursed when flying is the most effective transportation option.
(Economy Class Only)	
In country travel	In-
In-country travel	country ground transportation (taxis, trains, buses, car rental etc.) costs can be reimbursed as long as the costs are not part of normal 'business as usual' travel.
Accommodation, meals and other living / travel expenses	Hotel accommodation, meals and other living/travel expenses can be reimbursed as long as staff are travelling away from their normal place of business and/or area of residence.

1.5 Insurance cover

1.5.1 Preferred Tenderers contracted by the Company as a registered entity shall be required to evidence Professional Indmnity and Professional Liability insurance and provide their consultants with the appropriate level of cover. Though please note, given the remote nature of the engagement, there will be no work-related travel necessary to conduct this audit.

Part 5 - Client Specific Provisions

FCDO:

Subcontractors and Consultants will be required to comply with the terms of the Head Contract for the Project, including the FCDO Standard Terms and Conditions and any additional terms advised by the Company.

Part 6 – Standard Contract Template

Click here to enter text.

Subcontractor Agreement

Part 7 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

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

Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.

I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.

I understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.

Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.

I/We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I/we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above.

I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.

I/We have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this tender) which could give arise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.