

- The Tenderer has offered or has given or has agreed to give to any person any gift, consideration, inducement or reward of any kind for doing or not doing any action in relation to the framework or any other framework or contract with Advantage South West.
- The acts detailed above have been done by any person employed by the Tenderer or acting on behalf of the Tenderer (whether with or without the Tenderer's knowledge).
- In relation to any framework or contract with Advantage South West the Tenderer or any person employed by the Tenderer or acting on the Tenderer's behalf has failed to disclose any conflict of interest that might result in Advantage South West contravening any statutory or regulatory obligation.

The Tenderer agrees that each and every Advantage South West Member shall be entitled to cancel a contract and to recover from the Tenderer the amount of any loss or damage resulting from such cancellation if:

- The Tenderer has offered or has given or has agreed to give to any person any gift, consideration, inducement or reward of any kind for doing or not doing any action in relation to the framework or contract or any other framework or contract with Advantage South West or a Member of Advantage South West.
- The acts detailed above have been done by any person employed by the Tenderer or acting on behalf of the Tenderer (whether with or without the Tenderer's knowledge).
- In relation to any framework or contract with Advantage South West, the Member or any other Member of Advantage South West the Tenderer or any person employed by the Tenderer or acting on the Tenderer's behalf has failed to disclose any conflict of interest that might result in Advantage South West or the Advantage South West Member contravening any statutory or regulatory obligation.

The Tenderer certifies that this is a bona fide Tender and that he has not and will not fix or adjust the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. The Tenderer also certifies that he has not done and undertakes that he will not do at any time before the end of the tender validity period any of the following acts:

- communicate to a person the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender/e-auction was necessary to obtain insurance premium quotations required for the preparation of the Tender
- enter 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
- offer or pay or give or agree 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

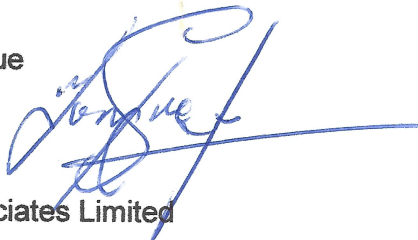
In this declaration the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not

The Tenderer certifies that he has read the whole of the foregoing and that the answers provided in its Tender and accompanying information are a true and accurate response and understands that false information will exclude the Tenderer from proceeding further in this project.

To be signed by a Director of a Company or Incorporated Company, by a Partner or authorised representative respectively in his own name and on behalf of such Company or Incorporated Company in presence of a witness.

Name Tony Sprague

Signature*



For and on behalf of Nichol Associates Limited

Date 9th December 2020

Submit by 10am 14/12/2020