**DECLARATION**

**After completion of the ITT you must read and sign this letter printing out on your own letterhead – Please remove this line before printing.**

DATE

XX

Visit Aberdeenshire

c/o P&J Live

East Burn Road

Stoneywood

Aberdeen

AB21 9FX

Dear Sir/Madam,

Having examined the Invitation to Tender (ITT), I/We hereby offer to provide the Services in accordance with the ITT for the sums detailed in the enclosed response.

We undertake to complete the performance of the whole of the Services set out in the ITT within the times stated therein.

We acknowledge that unless and until a formal contract is prepared and executed, this ITT, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest, most economically advantageous or any Response you may receive.

I/We agree that my/our offer shall remain open for consideration for a minimum period of 120 days from the date fixed for the lodgement of Responses.

The essence of this procurement is that VisitAberdeenshire shall receive bona fide competitive Tenders. In recognition of this principle, we certify that this is a bona fide Response, intended to be competitive, and that we have not fixed or adjusted the amount of the Response 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 Response, any of the following acts:

1. (a) Communicating to a person other than the person calling for those Responses the amount or approximate amount of the Response, except where the disclosures in confidence, of the approximate amount of the Response was necessary to obtain insurance premium quotations required for the preparation of the Response;

(b) Entering into any agreement with any other person that he shall refrain from submitting a quotation or as to the amount of any Response to be submitted;

(c) Offering or paying or giving or agreeing to pay or give, any sum or 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 Response or proposed Response for the said work, any act or thing of the sort described above.

2. We further certify that the principles described in paragraph 1 (a) - (c) 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 ITT. Any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

I/we certify that (1) the information supplied in this Response is accurate, to the best of my/our knowledge and understanding and (2) that I/we agree to be legally bound by the conditions and requirements set out in the ITT.

**In this Response, the word “person” includes any persons and anybody or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.**

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| --- | --- | --- | --- | --- |
| **SIGNED:** |  | | | |
| **(Print Name):** |  | | | |
| **(Position):** |  | | | |
| **On Behalf Of:** |  | | | |
| **Dated this:** |  | **Day of** |  |  |