# Anti-Collusion Certificate

I/we certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement with any other person. I/we also certify that we have not and I/we undertake that we will not before the award of any contract for the work:-

i ) disclose the tender price or any other figures or other information in connection with the tender to any other party (including any other company or part of a company forming part of a group of companies of which I am/we are a part) nor to any sub-contractor (whether nominated or domestic) nor supplier (whether nominated or domestic) or any other person to whom such disclosure could have the effect of preventing, restricting or distorting competition in this tendering exercise;

ii ) enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;

iii) otherwise collude with any person with the intent of preventing, restricting or distorting competition;

iv ) pay, give or offer to pay or give any sum of money or other 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 work any act or thing of the sort described at (i ), (ii ) or (iii ) above.

I/we further declare that I/we have no knowledge either of the sum quoted or of any other particulars of any other tender for this contract by any other party.

I/we further certify that the principles described 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 tender and 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 acknowledge that any breach of the foregoing provisions shall lead automatically to this tender being disqualified and may lead to criminal or civil action.

Gwynedd Council shall treat any tender received in confidence but reserves the right to make same available to any relevant Department of the Council, other Local Authority Trading Standards Department, the Director General of Fair Trading, and/or any other statutory regulatory authority either having jurisdiction over the work or who may now or at any time in the future have statutory power to require disclosure of this tender.

In this certificate, the word `person' includes a body of persons corporate or unincorporated and any undertaking for the purposes of The Competition Act 1998; any agreement includes any transactions, formal or informal and whether legally binding or not; and the `work' means the work or goods or services in relation to which this tender is made.

## Signature

|  |
| --- |
|  |

## Print

|  |
| --- |
|  |

## In capacity of

|  |
| --- |
|  |

## Date

|  |
| --- |
|  |

Duly authorised to sign tenders and acknowledge the contents of the Anti-Collusion Certificate for and on behalf of:

## Name of organisation

|  |
| --- |
|  |

## Address

|  |
| --- |
|  |

## Telephone Number

|  |
| --- |
|  |