

INVITATION TO TENDER NOTICE

Tender ref: HWPC/TR/22a

The Council invites tenders to install a drainage system for the upper pitch at Tower Recreation Ground, Tower Street, Heathfield, East Sussex. This will be a 2 year programme with drains being installed and trenches dug in the first year and then sand slit drains being installed in the second year.

Tender documents are available, on request, from the Parish Clerk and on the Parish Council's website (www.hwpc.org.uk).

Completed tenders, together with associated documents, must be received **in writing** by **11am** on **Friday 29th July 2022.** Tenders received after this time and date will not be considered. The envelope must be sealed and clearly labelled with the words: "**Confidential. Drainage tender**".

If you would like further information, please contact the Clerk on 01435 865700 or by email at clerk@hwpc.org.uk

Completed tenders should be addressed to Helen Johnson, the Parish Clerk, at the address below.

Helen Johnson, Parish Clerk, Heathfield and Waldron Parish Council, 73 High Street Heathfield East Sussex TN21 0AN

> H Johnson 27th June 2022 Parish Council Clerk



Tender Document For the Drainage of the Upper Pitch at

Tower Recreation Ground

Tender ref: HWPC/TR/22a

1.0 **Preliminaries**

1.1 Employer

Heathfield & Waldron Parish Council (The Council)
73 High Street
Heathfield
East Sussex
TN21 8HU

1.2 Council's Representative

Parish Clerk
Heathfield & Waldron Parish Council (The Council)
73 High Street
Heathfield
East Sussex
TN21 8HU Tel: (01435 865700)

1.3 **Tenders**

The Council does not bind itself to accept the lowest price or any tender. The Supplier shall not have any claim for expenses incurred in the preparation of the tender.

Suppliers tender at their own cost and their tender shall remain open for acceptance for a period of 90 days after the due date for submission.

The Council may, with the agreement of the Supplier extend the validity period for a further 30 days for completing the award process.

Tenderers will be notified simultaneously, as soon as possible of any decision of the Council during the tender process including the award.

The Supplier shall provide a fixed price Tender.

Upon acceptance of the Tender and until formal signing of the Agreement, the Tender shall form a binding agreement between the Tenderer and the Council.

Three copies of the tender and any accompanying drawings. To be delivered no later than **11a.m.** on **29**th **July 2022** to the Parish Council offices

Tenderers shall ensure that their tender arrives on time. No tender will be accepted if it is received after the stated arrival time under any circumstances.

1.4 Description of Work

This tender is for the installation of drainage to the upper pitch at Tower Recreation Ground, Tower Street, Heathfield, East Sussex

TN21 8PB. Drainage work has previously been undertaken to the lower pitch.

1.5 Inspection of Site

It is strongly recommended to visit the site prior to submitting a tender. This will help tenderers to familiarise themselves with the existing layout and environment. If you would like to meet the Clerk at the site please contact her on clerk@hwpc.org.uk.

1.6 The Tender will include

- 1. Details of the proposed work in year 1 and then in year 2
- 2. Supply of any appropriate drawings
- 3. A priced schedule of work with separate breakdowns for years 1 and 2.
- 4. Date when the work can be undertaken, if awarded
- 5. Confirmation that you abide by the Plant Protection Products Regulations 2020.

1.7 Site Description and Location

- The Tower Recreation Ground is in the Parish of Heathfield and Waldron. Heathfield is in the Wealden district within East Sussex and is part of the High Weald Area of Outstanding Natural Beauty.
- 2. The Tower Recreation Ground is on land owned by the Parish Council. There is a car park for members of the public.
- 3. The site is shown on the accompanying map on page 15 of this document.
- 4. The new pitch area will measure 93m x 48m (4464m²)

1.8 **Drawings**

- 1. Drawing 1 showing the site of the recreation ground in relation to the town.
- 2. Drawing 2 showing the upper pitch area of the Recreation Ground

2.0 Submission of Tender

- 2.1 The Tenderer shall include copies of test certificates to show conformity to standards where appropriate, for equipment and safety surfacing.
- 2.2 The Tenderer shall include a breakdown of the individual costs for year 1 and also for year 2 of the work.

- The total cost of the supply of materials and installation together with all associated costs and preliminaries shall be presented in **Schedule** Contract Price which represents the tender value.
 All financial information shall be provided as a separate document.
 - 2.4 Copy of valid insurance certificates showing level of public liability and employer insurance.
 - 2.5 Tenderers shall submit a **Method Statement and Project Work Plan** which shall fully explain how the project will be designed, prepared, built and maintained to meet the demands of the specification and current legislation. The Method Statements shall be shown in Schedule 3.

The Method Statement shall include at least the following information for contract evaluation:

- 1. **Details** of **Key Staff** Including the qualifications and experience of key members of staff, for design and installation, including any Sub-Contractors.
- 2. **Details** of **Vehicles Plant and Equipment** to be utilized in the execution of the works.
- 3. **Programme and Methods of Work** highlighting key activities and any interdependencies that control the critical path to completion.
- 4. **Health and Safety** Including how the CDM Regulations will be dealt with and Risk Assessments carried out.
- 5. **Maintenance Plan for first Two Years** provide a cost breakdown following completion including details of warranties
- 6. **Management Information** Quality Compliance Issues, including how the DDA will be met.
- 7. **Environmental and Community Issues** Sustainability of materials etc.
- 8. **Expenditure Profile** For the project showing, as a minimum, staff, materials and equipment costs.
- 2.6 **Tenderer Questionnaire** Schedule 4 The Tenderer shall complete the Tenderer Questionnaire Form providing all information requested.
- 2.7 **Bona Fide Tender** Schedule 5 The Tenderer shall sign the BonaFide Tender form.
- 2.7 **Anti-Collusion Certificate -** Schedule 6 Tenderers shall submit a signed copy of the Anti-Collusion certificate.

3 **EVALUATION OF THE BIDS**

3.1 Evaluation Headlines

- a) This contract will be evaluated on the basis of the most economically advantageous offer to the Council. The factors considered in this assessment are:
- b) Value for money
- c) Quality of materials
- d) Adherence to specification brief.
- e) Period for completion (timescales).
- f) Overall design of the scheme
- g) Tenderers are encouraged to provide as much detail as possible to enable the Council to undertake a thorough price and quality evaluation.
- h) Recommendations from other customers

4 Award Criteria – (See Award Criteria Scoring Sheet for reference)

For the supply and installation of a drainage system to reduce water on the football pitch

The most economically advantageous tender will be determined inaccordance with the following criteria.

The award criteria scoring shall be broken down as follows:

4.1. Drainage -

a)	Adherence to brief	25%
b)	Availability of materials and equipment	15%
c)	Method statement	5%
d)	Timescale/project plan	20%
e)	Experience	15%
f)	Price	20%

Award Criteria Scoring Sheet

Supplier Name:

Tower Recreation Ground Upper Pitch drainage works

	Adherence to brief	Availability of materials & equipment	Method Statement	Timescale/project plan	Experience	Price	Total	Total % score
Max %	25%	15%	5%	20%	15%	20%	100%	
Total points								



Tender Specification For the

Drainage Work to the Upper Pitch

Tower Recreation Ground

Schedule 1

3. GENERAL

.1 Working Hours

No work shall be permitted on a Saturday, Sunday or Bank Holiday without prior consent from the Council's Representative. Weekday work will commence no earlier than 8.00am and will not continue beyond 6.00pm.

.2 Traffic and Parking

All construction vehicles shall be contained within the car park or where required within the working area.

.3 Labour, Materials, Plant etc.

The Supplier will provide all labour, materials, fuel, water, carriage, plant, tools and machinery of all descriptions in order to execute the works.

All materials will be of the best of their respective kinds and shall conform to appropriate British and or European Standards.

.4 Retention of delivery notes/orders etc.

The Supplier shall keep copies of all delivery notes/orders concerning materials/equipment etc. used in the contract until final completion is reached. These shall be made available to the Clerk if requested.

.5 Disposal and Transportation of Waste

All arisings need to be removed from site to a recognised tip. The Contractor needs to have a current Waste Carriers License appropriate for the type of waste being transported or employ a waste carrier that has this license.

.6 Access to Site

Access to the site shall be via the barrier on the west side of the recreation ground car park. Any damage to access routes must be rectified before Practical Completion. All access routes will need to be kept in a safe and clean condition during use.

.7 Trespass

The Supplier shall prevent trespass onto areas outside the

designated works site by his own employees or those employed by a sub-contractor.

.8 Protection of Existing Vegetation

The Supplier shall not prune, cut, remove or damage in any way trees or shrubs on the site without prior written consent from the Council's Representative. The Supplier shall provide any protection deemed necessary to prevent the aforementioned damage.

.9 Safety, Health and Welfare

The Supplier shall at all times comply with the requirements for the Health and Safety at Work Act 1974 and all associated Acts, Regulations and Approved Codes of Practice, including the Construction (Design and Management) Regulations 1994. The successful Supplier shall supply to the Council his own specific policy statement prior to the commencement of the Contract as part of the Method Statement.

.10 Control of Substances Hazardous to Health Regulations 1998

Assessments carried out by the Supplier of all work which is liable to expose employees and any other person in the vicinity of the site to hazardous solids, liquids, dust, fumes, vapours, gases, etc. shall be made available to the Council's Representative ten working days prior to the commencement of works.

.11 Risk Assessments

The Contractor shall ensure that Risk Assessments are carried out for all activities undertaken during the course of the works, and for the use, storage and disposal of any hazardous materials highlighted in the COSHH Assessments.

.12 Risk of Works

The Supplier will be held responsible for any damage whatsoever caused by the carriage of materials or spoil to and from the works and is to hold the employer indemnified from any claims in this connection.

.13 Damage to Buildings/Roads etc.

The Supplier will be held responsible for and shall make good any damage caused to existing buildings, roads, paths, grassed areas, car parks, fences, drains, sewers, service mains, landscaping etc. The Supplier shall take all necessary steps to

prevent roads becoming fouled with soil etc. from vehicles entering and leaving the site and allow for cleaning if the roads/paths do become soiled, on immediate exit of the said vehicles.

.14 Existing Services Across Site

- a. It shall be the responsibility of the Supplier to make enquiries of the utility companies in respect of any location where, in the opinion of the Supplier, underground services are likely to be present. The Supplier shall similarly be responsible to make specific arrangements with the utility companies if he/she deems it necessary for a representative to accurately locate services on site. If any underground cable or pipe is located during ground works, that particular item of work is to be stopped immediately and the Council's Representative advised as soon as possible. If any damage has occurred to the services, the appropriate utility company will be informed immediately by the Supplier, who will then follow instructions as given by the utility company. If damage has not occurred, the exposed apparatus shall be recovered until further instructions are received from the Council's Representative. Exposed services, whether damaged or not, shall at no time be left unattended without first erecting such protection as will ensure the safety of the apparatus, operatives and general public.
- The Supplier will be responsible for ensuring that no damage is caused to any underground drainage systems or pipework.
 Any damage caused will be the responsibility of the Supplier to rectify at his own cost.
- Should any underground drainage need to be moved or redirected, the Council's Representative will be informed prior to any works starting.
- d. It will be the responsibility of the Supplier to ensure that all current drainage systems are fully working during and after installationand have no lesser outcome than before work commenced.

1.15 Protection of Site

The Supplier shall ensure that all reasonable efforts are made to close off the pitch during the course of the works and that no holes are left open overnight.

At no time will the public have access to construction areas, storage areas, site vehicles, delivery areas etc. Warning signs will be supplied and maintained by the Supplier. Any machinery left on site overnight shall, where possible, be immobilised. The Supplier

will be held responsible for:

- i. Any damage/ vandalism caused to machinery/materials left on site by the Supplier
- ii. Any damage caused by machinery/materials left on site by the Supplier

The Supplier will liaise with the local police to update them on progress and deal with any issues with regard to the security of the site and anti-social behaviour during the construction process.

1.16 Inclement Weather

The Supplier shall allow for protecting the works against inclement weather and shall include for taking all reasonable precautions to ensure the regular progress of works during adverse weather conditions.

1.17 **Temporary Storage**

The Supplier may provide a temporary secure storage container on site. However, this shall be within a location agreed with the Council's Representative, and any ground damage shall be fully reinstated immediately after removal. Any container shall be removed from site prior to all works being complete and there are no outstanding defects.

1.18 Traffic Regulations

The Supplier will comply with all Police and Local Authority traffic regulations relating to works in the vicinity of the Works, particularly in regard to loading/unloading vehicles. However, it will be expected that all works and deliveries will be made from the car park.

1.19 Burning Materials on Site

No materials shall be burned on site.

1.20 Use of Pesticides

The Supplier shall not use any pesticides during the course of these works without the prior written permission of the Council's Representative.

1.21 Time scales

The Supplier shall ensure enough resources are available to

complete all works within the proposed time agreed.

1.22 Users of the car park and amenity spaces

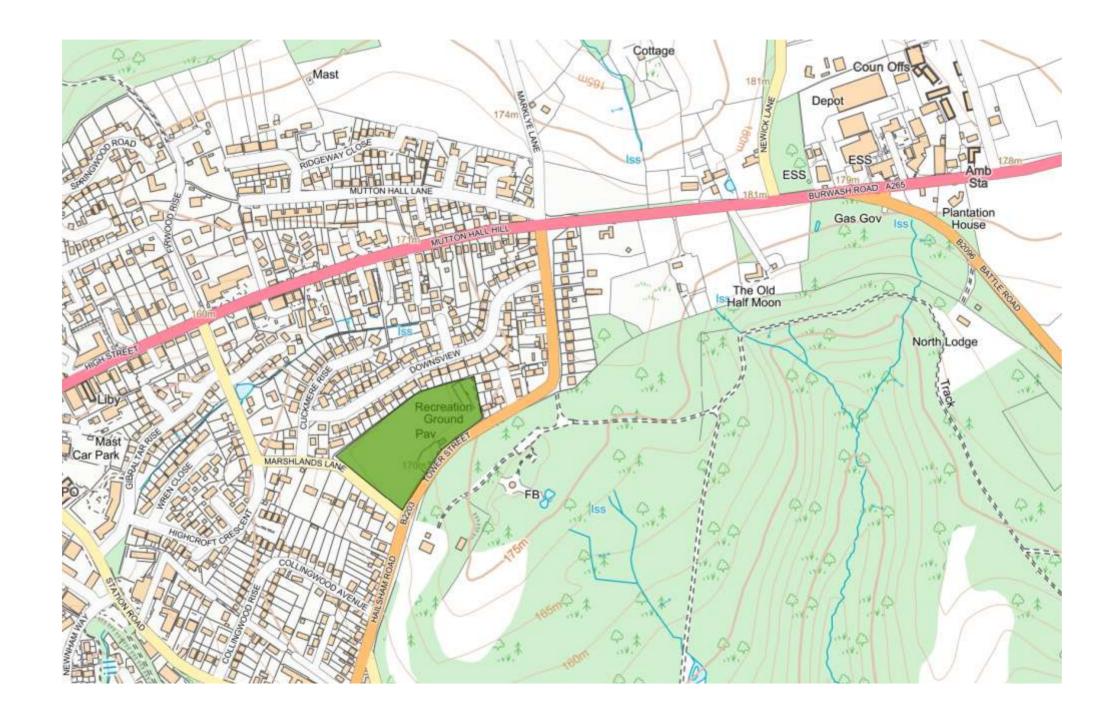
The Supplier must ensure when working on the site and using the car park that members of the public and their animals are safe from the supplier's equipment and vehicles.

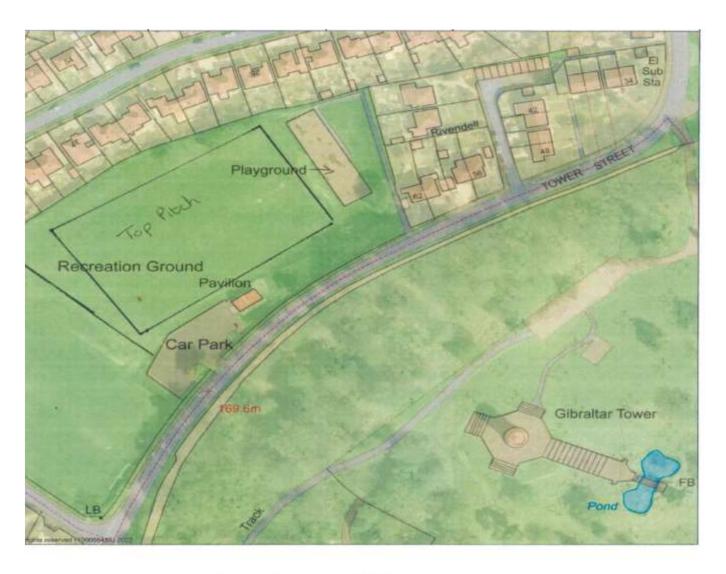
2 DRAINAGE WORK

- 2.1 **Year one –** to install new primary drainage system which needs to be dug by a trenching machine that lifts the soil into a trailer to minimise mess
 - a) Install primary collector drain along all sides of pitch area in a trench with a width not greater than 175mm and depth of 600mm. The pipe installed shall be 100mm perforated plastic piping and the trench backfilled with 3-6mm stone to 100mm of the surface and then to the surface with approved coarse sand;
 - The collector drain will exit in the south west corner to a manhole/silt trap then to the existing manhole beside the hedge, which leads to an existing soakaway with an overflow;
 - c) Lateral drains to then be installed at 5m centres to a fall in accordance with the existing levels. Appropriate junctions to be installed;
 - d) Trenches to be excavated to a depth of 600mm at 5m spacings, the trench will be no wider than 125mm and shall be excavated by a trenching machine. The drainage pipe will be 80mm perforated plastic drainage pipe backfilled with clean 3-6mm stone to 100mm of the surface backfilled with an approved sand to the surface.

2.2 Year two

- a) Install sand slit drains using an approved slit trencher (not sand bands) 250-300mm deep and at 1m spacing. Fill with an approved clean 3-6mm stone aggregate to 100mm from surface; allowance must be made for brushing-in sand to minimise the effective width of drain and hasten grass recovery
- b) Supply and install Spring fertiliser.





TOP PITCH APPROX

Schedule 2 - Pricing

1. Year 1

HEATHFIELD AND WALDRON PARISH COUNCIL TENDER

For the Supply and Installation of a drainage system for the Upper Pitch at Tower Recreation Ground.

To: Heathfield and Waldron Parish Council

Having read the Conditions of Contract and Specification and having examined the site, offer to execute and complete the following elements of the works for the following sums:

	o install new primary drainage system, to be dug by a tren not limited to supply of all equipment. To make good the ar		
		£	_ex. Vat
	ear 2 To install sand slit drains using an approved slit trencher and Supply and apply Spring fertiliser. To make good the area o		gregate.
		£	_ex. Vat
	ereby undertake to commence and complete the works with tender is accepted.	nin the time perio	od stated if
of this o	gree that should obvious errors in pricing or arithmetic be doffer in the priced Specification submitted by me/us these eance with Alternative 1 contained in Section 6.3 of the Coding 1989.	errors are to be o	orrected in
lowest o	nderstand that I /we are tendering at my/our own expension or any tender will necessarily be accepted and that Heat I reserves the right to call for fresh tenders should they	thfield and Wa	aldron Parish
	and until a formal agreement is prepared and executed, the acceptance thereof shall constitute a binding contract be	•	er with your
_	gree that this Tender shall remain open for consideration ipt of tenders.	n for 90 days fro	m the date
	nt that I have all requisite authority to sign this Tender and the requirements of the ITT (invitation to tender).	confirm that I ha	ve complied
Signed	this day of	2022	
Name	in the capacity of		
For and	d on behalf of	Address	

Schedule 3 – METHOD STATEMENTS & WORK PLAN – Free form to be completed by the Tenderer.

Schedule 4 - TENDERER QUESTIONNAIRE

(i) <u>Basic Company Details</u>

The information requested below \boldsymbol{must} be provided

1.	BASIC DETAILS OF	YOUR ORGANISATION
1.1	Name of the organisation in whose name the tender would be submitted:	
1.2	Contact name for enquiries about this Tender:	
1.3	Job Title:	
1.4	Company Address:	
	Post Code:	
1.5	Telephone number:	
1.6	Fax number:	
1.7	E-mail address:	
1.8	Website address (if any):	
1.9	Company Registration number (if this applies):	
1.10	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	
1.11	Date of Registration: (if this applies)	
1.12	Registered address if different from the above:	
	Post Code:	
1.13	Are you registered for VAT?	
	If so, please provide	

	Registration number:			
1.14	Is your	i) a public	limited company	/?
	organisation:	ii) a limited	d company?	
		iii) a partn	ership	
		iv) register	red charity	
		v) other (p	lease specify)	
1.14b	Are you acting as the consortium?	e lead organ	isation for a	Yes/No
1.15	formed, or are forming	ase confirm whether or not you have med, or are forming a consortium for the pose of tendering for this requirement.		
1.16	If members of your consortium or sub- contractors are likely to deliver a significant (over 50%) proportion of the contract, give their company name(s) and address(es). Please provide this information in a separate annex at the end of this document			
1.17	If you have answered "Yes" to Question 1.15, please confirm the structure of the Consortium (e.g. One Legal Entity, Lead Organisation on behalf of the consortium, External Non-Delivering Organisation).			
1.18	Name of (ultimate) parent company** (must be provided if you wish a financial assessment to be undertaken on the parent company rather than your own);			
1.19	Companies House Registration number of parent company** (must be provided if you wish a financial assessment to be undertaken on the parent company rather than your own).			

^{**}This confirms your commitment to obtain a Parent Company Guarantee prior to contract award, if the Council deems this necessary. Evidence of the commitment will be requested as part of the tender invitation process (if your firm is short-listed) and be a 'Pass/Fail' requirement of the tender evaluation process. If your organisation is unable to provide the evidence at that point or to subsequently furnish the Parent Company Guarantee, the Council will be unable to proceed with the contract award.

(ii) <u>Financial Information</u> - The information requested below **must** be provided.

	Provision of Financial Information	Enc
1.20	Please provide at least one of the following and indicate inclusion by ticking the appropriate boxes below. The more information you are able to provide, the better the Council will be able to assess your financial standing.	1
	☐ A copy of your audited accounts for your last 2 financial years.	
	☐ If you qualify for the small business exemption, a copy of your statutory accounts for your last 2 financial years.	
	☐ A statement of turnover, profit & loss account, balance sheet and a Director's/Managing Partners report (if available for the most recent 2 years of trading.	
	 Management Accounts including a profit & loss account & balance sheet for all periods of trading available. 	
	□ A statement of your cash flow forecast, projected profit & loss account and balance sheet for the current year & a bank letter outlining the current cash & credit position.	
	Alternative means of demonstrating financial status if trading for less than one year (e.g. a copy of your business plan, cash flow forecast, details of your start-up capital/loans or management accounts).	
	If your organisation qualifies as an SME and produces and submits abbreviated statutory accounts, we require copies of your detailed Profit & Loss Account for the last two years or, if you have been trading for less than two years, the period for which they are available. Please attach these to yourcompleted quotation submission. Failure to do so may result in the Council being unable to evaluate the financial standing of your organisation which may lead to your submission being excluded.	
	For more information on SME status please go to: http://www.companieshouse.gov.uk/infoAndGuide/fag/auditThr	
13	esholds.shtml	
	A copy of your parent company audited accounts for the most recent two years (if you wish them to be financially assessed rather than your own company)	Enc
	If no accounts are provided then you will score zero on the financial assessment and your tender will fail.	

Submissions that do not Pass in line with the criteria detailed below will not be considered further.

(iii) Compliance

If potential contractors have been convicted of any of the offences listed in Regulation 23 (1) of the Public Contracts Regulations 2015 (as per declarations below) their tender will fail.

Potential contractors may also be treated as ineligible if they have suffered any of the grounds listed in Regulation 23 (4) of the Public Contracts Regulations 2015 (as per declarations below). If a Tenderer has not signed the Declaration attached below their tender will fail.

	PROFESSIONAL AND BUSINESS STANDING				
	Do any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor(s)?				
1.21	Bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings	Yes / No			
1.22	A conviction (or convictions) for a criminal offence related to business or professional conduct	Yes / No			
1.23	Legal or administrative finding of commission of an act of grave misconduct in the course of business	Yes / No			
1.24	Failure to fulfil obligations related to payment of social security contributions	Yes / No			
1.25	Failure to fulfil obligations related to the payment of taxes	Yes / No			
1.26	Failure to provide information required or providing inaccurate/misleading information when participating in a procurement exercise	Yes / No			
1.27	Failure to obtain and maintain relevant licences or membership of an appropriate trading or professional organisation where required by law	Yes / No			
1.28	If the answer to any of these is "Yes" please give brief including what has been done to put things right.	details below,			

(iv) Insurance

	INSURANCE	
1.29	Does your organisation hold Employer's Liability of not less than £10 Million?	Yes/No
1.30	Does your organisation hold Public Liability of not less than £10 Million?	Yes/No
1.31	Does your organisation hold Professional Indemnity of not less than £5 Million?	Yes/No
1.32	If the answer is " No " to any of the above please confirm whether you would be willing to take out the appropriate level of insurance cover as set out in Questions 1.21 through 1.23 (above) if you are successful in winning the contract?	Yes/No

(v) Business Activities, Experience and References

Tenderers are also required to complete the information relating to business activities below and provide THREE comparable, relevant examples of previous contracts. Bidders must demonstrate their suitability for this project and this will be assessed on a Pass/Fail basis. Tenderers who are unable to demonstrate that relevant business activities are a core part of their business and that they have experience of managing similar Local Authority contracts or equivalent and have adequate existing resource levels with relevant experience pertinent to this project will not be considered further.

	BUSINESS ACTIVITIES				
1.40	What are the main business activities of your organisation? (max 300 words)				
1.41	How many staff does your organisation employ (including consortia members or sub-contractors where appropriate) in total and how many work in areas relevant to delivery of this contract?	Total: Relevant to Contract:			

EX	PF	RI	FI	N	C	F
$ \wedge$			_	•	v	_

Please provide details of up to three contracts public or private, in the last three years that are relevant to the council's requirement. (The customer contact should be prepared to speak to the Council if we wish to contact them).

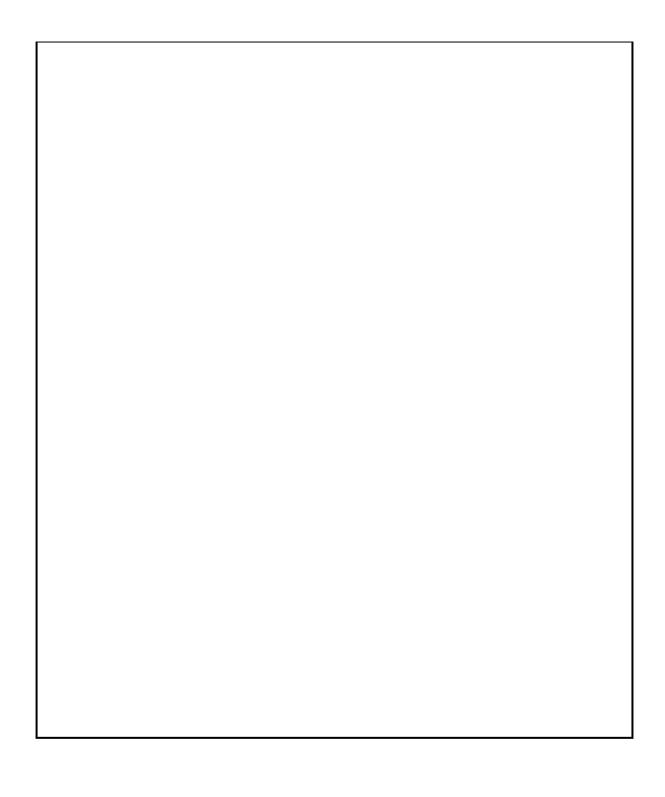
Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Tenderer is a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or subcontractor(s) who will deliver the supplies and services.

		Contract 1	Contract 2	Contract 3
1.42	Name of customer organisation			
1.43	Point of contact in customer organisation Position in the organisation E-mail address			
1.44	Contract start date Contract completion date Estimated Contract Value			

1.45	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this		
	market.		

1.46 If you cannot provide at least one example for questions 1.42 to 1.45, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.



(vi) Declaration

	I declare that to the best of my knowledge the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess my organisation. I understand that the Council may reject this Tender if there is a failure to answer all relevant questions fully or if I provide false/misleading information.					
	FORM COMPLETED BY					
1.47	Name:					
1.48	Position (Job Title):					
1.49	Date:					
1.50	Telephone number:					
1.51	Signature: (for electronic submissions, please type name or provide an e-signature and ensure compliance with any further instructions issued by the council regarding the use of an e-signature)					

If no responses are received to any of (i), (ii), (iii), (iv), (v) or (vi) the Tender will be rejected.

Schedule 5 - CERTIFICATE OF BONA FIDE TENDER

TENDER FOR: - Supply and Install Drainage System for the Upper Pitch at Tower Recreation Ground.

The essence of selective tendering is that the client 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 any time before the hour and date specified for the return of this tender, any of the following acts: -

- (a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) Entering 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.
- (c) Offering or paying or giving or agreeing 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 certificate, the word "person" includes any persons, 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.

Signed (as in Form of Tender)	Date
For and on behalf of	

Schedule 6 - Anti-Collusion Certificate

- 1. We certify that this certificate 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 or arrangement with any other person.
- 2. We also certify that we have not, and we undertake that we will not, before the award of any contract for the work:
 - (i) (a) communicate to any person (outside this agreement), other than The Secretary of State or a person duly authorised on his behalf, the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person (outside this agreement) that they shall refrain from tendering; that they shall withdraw any tender once offered; or vary the amount of any tender to be submitted.
 - (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this agreement) 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 described in (i)(a) or (b) above.
- 3. We further certify that the principles described in "(i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
- 4. In this certificate, the words:
 - (i) 'person' includes any persons and anybody or association, corporate or unincorporated;
 - (ii) 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not;
 - (iii) 'the work' means the work in relation to which this tender is made.

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

Address