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Volume Two (2) Applicant’s Offer

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| **Tender for Floral decorations to be displayed in the town centre and Tuckingmill**  **2023 – 2027** |

Invitation to Tender

Closing time and date for return of submission:

**12:00 hrs on 20.01.2023**

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| --- |
| Name of Applicant: |

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

RETURN EMAIL ADDRESS

[tenders@camborne-tc.gov.uk](mailto:tenders@camborne-tc.gov.uk)

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## General Notes

This document should be read in conjunction with the supporting information contained within “Volume 1 - Instructions and Conditions of Tender” and associated documents also referenced.

This document and associated documents will form the basis of the Applicants formal tender response. Care should be taken to ensure that it is completed accurately and all information required submitting a compliant tender is done ahead of submitting any final response.

* 1. **Selection Questionnaire**

**Notes for completion**

1. The “Council” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Council recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Council immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Council will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Council is under a legal or regulatory obligation to make such a disclosure.

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| **Part 1: Potential supplier information**  Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. | | | |
| **Section 1** | **Potential supplier information** |  | |
| **Question number** | **Question** | **Response** | |
| 1.1(a) | Full name of the potential supplier  submitting the information |  | |
| 1.1(b) – (i) | Registered office address (if applicable) |  | |
| 1.1(b) – (ii) | Registered website address (if applicable) |  | |
| 1.1(c) | Please mark ‘X’ in the relevant box to indicate your trading status | 1. a public limited company |  |
| 1. a limited company |  |
| 1. a limited liability partnership |  |
| 1. other partnership |  |
| 1. sole trader |  |
| 1. other (please specify) |  |
| 1.1(d) | Date of registration in country of origin |  | |
| 1.1(e) | Company registration number (if applicable) |  | |
| 1.1(f) | Charity registration number (if applicable) |  | |
| 1.1(g) | Head office DUNS number (if applicable) |  | |
| 1.1(h) | Registered VAT number |  | |
| 1.1(i) – (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? |  | |
| 1.1(i) – (ii) | If you responded yes to 1.1(i) – (i), please provide the relevant details, including the registration number(s). |  | |
| 1.1(j) – (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? |  | |
| 1.1(j) – (ii) | If you responded yes to 1.1(j) – (i), please provide additional details of what is required and confirmation that you have complied with this. |  | |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  | |
| 1.1(l) | Please mark ‘X’ in the relevant box to indicate whether any of the following classifications apply to you | 1. Voluntary, Community and Social Enterprise (VCSE) |  |
| 1. Sheltered workshop |  |
| 1. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? |  | |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate (Please enter N/A if not applicable) | | |
| Name: |  | |
| Date of birth: |  | |
| Nationality: |  | |
| Country, state or part of the UK where the PSC usually lives: |  | |
| Service address: |  | |
| The date they became a PSC in relation to the company (for existing companies the 06 April 2016 should be used): |  | |
| Which conditions for being a PSC are met: |  | |
| Over 25% up to (and including) 50% |  | |
| More than 50% and less than 75% |  | |
| 75% or more |  | |
| 1.1(o) | Details of immediate parent company (Please enter N/A if not applicable) | | |
| Full name of the immediate parent company: |  | |
| Registered office address (if applicable): |  | |
| Registration number (if applicable): |  | |
| Head office DUNS number (if applicable): |  | |
| Head office VAT number (if applicable): |  | |
| 1.1(p) | Details of ultimate parent company (Please enter N/A if not applicable) | | |
| Full name of the ultimate parent company: |  | |
| Registered office address (if applicable): |  | |
| Registration number (if applicable): |  | |
| Head office DUNS number (if applicable): |  | |
| Head office VAT number (if applicable): |  | |
| **Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the Persons of Significant Control of them.** | | | |

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| **Please provide the following information about your approach to this procurement.** | | | |
| **Section 1** | **Bidding model** |  | |
| **Question number** | **Question** | **Response** | |
| 1.2(a) – (i) | Are you bidding as the lead contact for a group of economic operators?  If **yes**, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If **no**, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
|  |  |
| 1.2(a) – (ii) | Name of group of economic operators (if applicable) |  | |
| 1.2(a) – (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  | |
| 1.2(b) – (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | **Yes** | **No** |
|  |  |
| 1.2(b) – (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. | | |
| Name: |  | |
| Registered address: |  | |
| Trading status: |  | |
| Company registration number: |  | |
| Head Office DUNS number (if applicable): |  | |
| Registered VAT number: |  | |
| Type of organisation: |  | |
| SME (Yes/No): |  | |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables: |  | |
| The approximate % of contractual obligations assigned to each sub-contractor: |  | |
| **Contact details and declaration** | | | |
| I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.  I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.  I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.  I understand that the Council may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.  I am aware of the consequences of serious misrepresentation. | | | |
| **Section 1** | **Contact details and declaration** |  | |
| **Question number** | **Question** | **Response** | |
| 1.3(a) | Contact name |  | |
| 1.3(b) | Name of organisation |  | |
| 1.3 (c) | Role in organisation |  | |
| 1.3(d) | Phone number |  | |
| 1.3 (e) | E-mail address |  | |
| 1.3(f) | Postal address |  | |
| 1.3(g) | Signature (electronic is acceptable) |  | |
| 1.3(h) | Date |  | |

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| **Part 2: Exclusion grounds**  Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. | | | |
| **Section 2** | **Grounds for mandatory exclusion** | | |
| **Question number** | **Question** | **Response** | |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |  | |
| **Please indicate your answer by marking ‘X’ in the relevant box.** | |
|  | **Yes** | **No** |
| Participation in a criminal organisation  If Yes please provide details at 2.1(b) |  |  |
| Corruption  If Yes please provide details at 2.1(b) |  |  |
| Fraud  If Yes please provide details at 2.1(b) |  |  |
| Terrorist offences or offences linked to terrorist activities  If Yes please provide details at 2.1(b) |  |  |
| Money laundering or terrorist financing  If Yes please provide details at 2.1(b) |  |  |
| Child labour and other forms of trafficking in human beings  If Yes please provide details at 2.1(b) |  |  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  | |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | **Yes** | **No** |
|  |  |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? |  |  |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  | |
| **Please Note: The Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.** | | | |

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| **Part 3: Selection questions** | | | |
| **Section 8** | **Additional questions** | | |
| **Question number** | **Question** | **Response** | |
| **8.1** | **Insurance** |  | |
| Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below(Please indicate your answer by marking ‘X’ in the relevant box): | | **Yes** | **No** |
| Employer’s (Compulsory) Liability Insurance = £5m | |  |  |
| Public Liability Insurance = £10m | |  |  |
| \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | |  |  |

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| **8.2** | **Health and safety** | | |
| (Please indicate your answer by marking ‘X’ in the relevant box): | | **Yes** | **No** |
| Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | |  |  |
| Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.    The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | |  |  |
| If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | |  |  |

**Part A: Preambles**

**Scope of Services**

1. The scope of the Services required is for Floral Displays at the below sites:
2. Camborne Town Centre
3. Pendarves St, Tuckingmill
4. The full details of the sites can be found in the accompanying Schedule 1.
5. In addition to the specific performance standards the Contractor accepts to comply with the below requirements as part of the contract:
6. Furnish all labour, equipment and materials required to perform the Services in accordance with the specifications contained herein and the provisions of the Contract.
7. Responsible for the Health and Safety of their employees and the public liability towards the general public. Evidence of compliant health and safety training including COSHH training should be held on file by the Contractor and be made available to the Council throughout the duration of the contract should it be requested.
8. Supervise their staff appropriately to ensure that the performance standards are met, and to ensure that they perform their duties in a way that reflects positively on Council as commissioning organisation. This may, on occasion necessitate the need for spot checking by a manager or equivalent. Documented evidence of these managerial checks should be provided to the Council on or within 7 working days of the end of each month.
9. Ensure that located in each store of each facility is a folder which contains the daily job sheets which will serve as confirmation that the cleaning activity has been carried out as per the contract.
10. Keep a record of all risk assessments and COSHH data for all cleaning chemicals used, and to supply a copy to the Council upon request.
11. Ensures that none of its employee’s smoke in any Council facility.
12. Maintain its own public liability insurance for the duration of the Contract
13. Ensure that all staff have the relevant training and ability to carry out the tasks set out on the specification.
14. Be solely responsible for breakage or theft by the Contractor’s employees or agents. In addition, the Contractor will also be solely responsible for rectification of any damage resulting as a failure of their “locking up” responsibilities.

**Storage of Materials and Equipment**

1. The Contractor will be responsible for ensuring all materials and equipment are suitable stored when not in use. The Council shall not be liable for loss of materials stored.

**Provision of Services**

1. The Contractor shall be allowed free use of water and electricity (where available within the buildings being cleaned under this Contract) for Services related to the fulfilment of the Contract. The Contractor shall be mindful to use such services in an efficient and economical manner.

**Access to Premises / Sites**

1. Details on the specific sites are included in the accompanying schedules.
2. The Services provided are in public areas which are open during the day and therefore have service users. The Contractors Operatives are therefore required to be mindful of this and also be mindful working in locations where particular consideration is to be made to a range of stakeholders including:

* Vulnerable Adults;
* Visitors to the sites who may be unaware that work is being carried out;
* Persons with visual, hearing or mobility impairment;
* Violent, abusive or aggressive tenants or visitors;
* Persons with limited understanding of the English language;
* Persons with particular requirements because of their ethnic, religious or other backgrounds.

**Security**

General

1. As part of their day to day activity the Contractor’s Operatives shall be required to report any suspicious situations or security concerns, and for these concerns to be relayed to the respective Council Authorised Personnel as soon as practically possible. If the situation or concern is deemed an emergency then the relevant emergency services should be called without delay.
2. The Contractor’s Operatives will be required to ensure that they have ID visible during the time they are onsite either via an approved lanyard, or card holder clipped to the Operatives apparel.
3. By undertaking their duties, the Contractor’s Operatives shall be mindful of their actions in a manner that prevents unauthorised persons access to materials and equipment that may cause harm, theft or damage as a result of their actions.

**Apparel**

1. Contractor Operatives will be required to look professional and presentable when working on Council premises. Apparel for Contractor Operatives will be practical for the Services performed, but readily distinguish the Operative as an appointed person to work on the premises. Therefore, to help provide clarity to others all Operatives will have the same outfit / uniform which includes clear reference to the Contractor’s company name / logo, as well as a photo badge which also includes the name for the individual Operative.

**Materials**

1. For the purposes of performing the Contract the Contractor will be responsible for the provision of all materials and equipment necessary. Specific materials to be provided are:
2. Compost
3. Water retaining compounds
4. All plants necessary to create a vibrant, colourful scheme
5. An expressed aim of the contract is for materials and product to be effective and fit for their intended purpose required, but also minimises impacts on the environment. The Contractor will work in a manner supporting the reductions of Single Use Plastic.

**Health and Safety matters**

1. The Contractor is reminded of their obligations under the Health and Safety at Work Act 1974 and other supplementary Health and Safety Regulation that is relevant. The Contractor shall note the following and undertake due measures to ensure Health and Safety matters are duly undertaken and complied with in any resulting contract but not limited to, the following:
2. Health & Safety at Work Act 1974
3. Management of Health & Safety at Work 1999
4. Provision & Use of Work Equipment Regulations 1998
5. Care of Substances Hazardous to Health 2002
6. The Contractor should inform the Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided

Substances:

1. The Contractor shall comply with all aspects of Control of Substances Hazardous to Health (COSHH) Regulations, with all substances being handled, used and ultimately disposed of in line with manufacturer’s recommendations and COSHH Regulations.
2. COSHH Assessments and Material Safety Data Sheets for all substances used on Council premises will need to be made available to the Council by the successful applicant. COSHH folders should be made available to all staff carrying out cleaning activity on the facilities who will also be provided with appropriate training.
3. In addition, Operatives will as part of delivery of the services, be required to work with substances that at variable temperatures may become hazardous, such as hot water for through cleaning, and as such due precautions shall be taken.

Working at Heights:

1. All operations are to be carried out in a manner that wherever possible avoids the need for the operative to gain access to areas via means of steps, platforms or other temporary vertical staging.
2. Ladder access should not be required without the provision of the correct equipment. In the case where access is required by means of steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out and agreement of the Council’s Authorised Officer obtained.
3. Where access is required by means of steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out and agreement of the Council’s Authorised Officer obtained. Access equipment for short durations (e.g. step ladders) must be provided by the contractor and evidence of suitable training in correct use of equipment may be required. Contractors working unsafely at height will be instructed to leave the site.

Trips, slips and falls:

1. The prevention of trips, slips and falls will be a key priority as part of the Services being performed, especially considering the Services being carried out in both operational and public settings. When undertaking Services, suitable warning signage shall be prominently displayed at approach points to the Services being carried out, along with suitable signage / protection being in place around wet surfaces, leads / cables to appliances that can cause hazards to others in the area.
2. To remain effective and ensure premises users do not become complacent, hazard warning signs must be removed as soon as practicable after the hazard is eliminated – for example, a wet floor hazard warning once the floor is dry. Hazard signs left for an unreasonable amount of time after the hazard is eliminated will be removed by Corporate Health and Safety to be held until claimed.

Spillages and liquids:

1. In the event of spillages, cleaning and disposal of substances is to be in line with the manufacturers’ recommendations and the procedure outlined in COSHH assessment.

Personnel Protective Equipment (PPE):

1. The Contractor will ensure that the Contractor’s Employees are provided with, and use, required PPE when undertaking their duties as identified in the COSHH assessment or associated risk assessments. When working in external sites, where there is likely pedestrian and / or vehicular access in the vicinity then the Operatives shall be required to wear class 2 high visibility vests.

Highways

1. The Contractor will ensure that any works on highways comply with relevant legislation in particular:
   1. Safety at Street Works and Road Works A Code of Practice - <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/321056/safety-at-streetworks.pdf>
   2. New Roads and Street Works Act <https://www.legislation.gov.uk/ukpga/1991/22/contents>
   3. Traffic Signs Manual https://www.gov.uk/government/publications/traffic-signs-manual

Risk Assessment

Reporting of Incidents and Hazards:

1. In the event that a Health and Safety incident occurs resulting in injury or not, then this shall be reported as soon as practically possible by the Contractor to the Council’s Authorised Officer. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

Training:

1. New and existing Operatives shall be suitable trained and have appropriate refresher training in relation to Health and Safety. In the event of lone working the Contractor shall have a clear policy in how this is to be operated.

Working around stakeholders / General Environment:

1. As highlighted, the Services are to be carried out in an operational or public environment with mixed stakeholders and hazards, for example any of the properties or schemes may contain hazards resulting from the following:

* Vandalism,
* Public utilities may be disconnected
* People with mental health difficulties and / or substance abuse difficulties

Disposal of Waste

1. Waste arising from the Contractors operations in delivery of the Service and the safe disposal of such waste will form part of the Contractor’s responsibilities under the Contract.
2. All litter and waste collected in this Contract is classified as commercial waste. If the Contractor requires this waste to be collected from the public conveniences, they must make the necessary collection arrangements with the collection contractor. If the Contractor wishes to dispose of this waste from their own depot facilities, they must ensure they hold an up to date Waste Carrier’s Licence.

**Contractor Employee Personnel**

1. The Contractor will be responsible for providing suitably trained and qualified Operatives to fulfil the requirements of the Contract, this includes requirements around cleaning standards, Health and Safety, as well as vetting as required (e.g. Police Vetting and Data Barring Service DBS checks).

## Specification

Please see attached Specification

## Price Schedule

* 1. Applicants are required to complete the Schedule 1 - Price. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT. If there is no charge for an item, please state none..
  2. Any additional work, will be based on the fee scale as set out in the Price Schedule 1.
  3. Payments to be made on completion of satisfactory sign off on Milestones to stages as outlined in Schedule 1 – Price.

## Price Validity Period

* 1. As a minimum, all prices submitted must remain fixed and firm for twelve (12) months from date of Contract commencement. In support of this, please detail exactly how long your prices will remain fixed and firm for.

**Price Review Proposals**

* 1. The Council does not expect the Applicant to implement any price increases throughout the life of this Contract.

**Contract Renewal**

* 1. No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Authority in writing.
  2. **Certificates and Declarations**

**Conditions of Tender**

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| **CONDITIONS OF TENDER** | |
| **Reference number and Title of Contract:** Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant’s Offer | |
| 1. | By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment.  I/We fully accept the terms and conditions of contract for the provision of goods/works/services |
| 2. | Having examined the tender documents for the provision of the above goods/works/services, we offer to provide the said goods/works/services in conformity, without qualification, therewith for the sum/sums enclosed at Schedule 5 of this Bid. |
| 3. | The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately. |
| 4. | I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications *(if any)*, as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract. |

**Pricing Schedule Declaration**

I/We offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

**Certificate of Undertaking and Absence of Collusion or Canvassing**

|  |
| --- |
| **CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING** |
| The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply. |
| Box A – Consortium  I/We the undersigned do hereby certify that:-   1. the consortium’s tender is bona fide and intended to be competitive; 2. the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made; 3. the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender; 4. the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract. 5. the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium’s behalf has done or will do such an act. 6. I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender. |
| Box B – Single Body and/or Individual  I/We the undersigned do hereby certify that:-   1. My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person; 2. I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender; 3. I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted; 4. I/we have not offered 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 nature specified and described above. 5. I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act. 6. I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender. |

**Certificate of Confidentiality**

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| **CERTIFICATE OF CONFIDENTIALITY** |
| I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.  It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise. |

**Commercially Sensitive Information**

The Authority may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid. I declare that I wish the following information to be designated as Commercially Sensitive.

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The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

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**Conflict of Interest**

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| **CERTIFICATE OF CONFLICT OF INTEREST** |
| I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest): |
| I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators. |

**Signatures**

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| --- | --- |
| Signed\*: | Date: |
| Name *(in block capitals)*: | |
| In the capacity of: *(State official position, i.e. Director, Manager, etc.)* | |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).* | |