



Instructions to Tender

New Community Centre

at

Bovey Tracey

On behalf of

Bovey Tracey Town Council

February 201

Chartered
Quantity
Surveyors

Project
Managers

Employers
Agents

CDM Consultants

**New Community Centre at Bovey Tracey
Instructions to Tender**

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1. Introduction

- 1.1 In accordance with the Employers procedures for tendering, tenderers are invited from **Main Contractors (Builders)** who consider themselves suitably experienced and able to deliver to time and budget and therefore, to submit a Fixed Price (1st Stage) Tender for the proposed new Community Centre on behalf of Bovey Tracey Town Council as described.
- 1.2 The proposed works consist of a new build single storey structure upon the site to accommodate the 4 key town services and other associated uses under one roof, with associated landscaping and public realm interventions.
- 1.3 A 2 stage competitive tender procurement utilising the JCT Intermediate Form of Contract (with Contractors Design) 2016 at has been selected as providing the best opportunity to select a Contractor who will achieve the Employers aims. The Tender Documentation comprises:-

Randall Simmonds

1. Instructions to Tender (comprising Forms of Tender)
2. Pre-Construction Services
3. Contract Preliminaries
4. Contract Particulars
5. 1st Stage Tender Sum Analysis

Peregrine Mears Architects

1. Architectural (Planning) Drawings
 2. Outline Specification
 3. Supporting Information
- 1.4 The Employer would like to achieve a start on site at the earliest opportunity with the aim of taking Partial Possession early 2019. Hence, there is requirement for a fast turnaround of the second stage tender process.
 - 1.5 Following their selection, the Contractor shall work with the Employers team to verify the budget for the works, to ensure the planning application will achieve a contract sum that will satisfy the Employer and their Stakeholders and allow the contract to proceed.
 - 1.6 All information available is appended to these tender documents. Further information (if available) will be issued as an addendum.
 - 1.7 It should be recognised that the drawn information included within this tender represents the intent, but may be subject to some alteration should the Employer

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request any material or scope variations. The Contractor at this stage is required to provide his tender assuming a single phased project.

- 1.8 Technical design queries and arrangements to visit and gain access to inspect the site during the tender period can be arranged with Peregrine Mears Architects, contact Paul Cooper at paul@mearsarchitects.com. Financial queries in respect of the tender documents must be addressed to Keith Snelling (Randall Simmonds) at keith.snelling@randallsimmonds.co.uk. All responses will be coordinated and distributed to each tenderer.
- 1.9 These instructions are designed to ensure that all tenders received are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified. If you have any doubt as to what is required, queries, or will have difficulty in providing the information requested, please contact Randall Simmonds LLP.
- 1.10 The deadline for any tender queries is **Monday 5th March 2018**. Any queries received later than noon that day may be disregarded. The response to any queries that are relevant to all tenderers will be collated and issued to all tenderers, without revealing the identity of the originating enquiry.

2. Programme

- 2.1 The outline tender programme for the selection of Contractor is as follows:-

Issue of Invitation to Tender	: 9 th February 2018
Tender Return	: Noon - 12 th March 2018
Evaluation of Tenders by	: 16 th March 2018
Shortlist Interviews (TBA)	: w/c 19 th March 2018
Notification of results	: 23 rd March 2018
Appointment Confirmation	: w/c 26 th March 2018

- 2.2 The above dates are subject to change depending on the outcome of the tender evaluation

3. 2nd Stage Tender

- 3.1 At the end of this 2nd stage tender, the successful Contractor will be appointed under the JCT Intermediate Form of Contract by the Employer for the construction delivery.
- 3.2 The Tenderer shall include within his first stage tender bid, a fixed lump sum for his 'Fee' for the second stage, including all his costs associated with undertaking the proposed Pre-Construction Services set out in the Appendix A.

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- 3.3 During the 2nd stage period, the Contractor shall contribute to the development of and review the design (sub-contract tender) and any other information with regard to buildability and commercialism and obtain sufficient sub-contractor quotations on an open book basis in conjunction with the Employers team.
- 3.4 Achieving a Contract Sum within the available budget, planning and quality constraints for the site is a condition precedent to confirmation by the Employer to proceed with the Contract and to commence the works on site.
- 3.5 Should the Contractor not be able to achieve a Contract Sum within the available budget then the Employer reserves the right, by notice in writing, to determine the employment of the Tenderer during the period of pre-construction services.
- 3.6 The responses to the quality evaluation criteria provided in the first stage tender submission shall form the basis of the Contractors Proposals. This shall be supplemented by the second stage subcontract tender returns and the design development during the second stage.
- 3.7 The Two Stage Form defines the determination of the Contract Sum and the achievement of a specified design progress milestone, this later requirement shall be the obtaining confirmation by the Employers team that Contractors Proposals, including any design development during the second stage, are in accordance with the Employers Requirements.
- 3.8 On the confirmation to proceed with the Contract and giving the Contractor notice of possession of the Site, the Contractor shall assume full responsibility for the construction (and any Contractor Designed elements), completion and defects rectification.
- 3.9 This is not a traditional two stage tender approach and unless there are problems within the pricing, design, or planning then the project should proceed through to implementation. Tenderers shall confirm in their first stage tender submission how they will achieve cost certainty and value for money.

4. Contract

- 4.1 The basis of the 'Main' Contract shall be the JCT Intermediate Form of Contract 2016. Alternative B – Interim (monthly) payments will apply.
- 4.2 Tenderers are asked to procure sign-off of the proposed Contract from their insurers and legal advisers at the commencement of the tender process so that, by submitting the Form of Tender, it will be understood by the Employer that Tenderers are accepting the contractual documentation in the form attached, with no further requests to amend.
- 4.3 A Performance Bond may be required upon instruction for the value of 10% of the agreed Contract Sum (and should be allowed for in the tender). The Contractor will not be allowed to commence works until the terms of the Bond have been agreed and signed.

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5. Tendering

- 5.1 Tenders shall be submitted in accordance with these instructions. Tenders that do not comply with any mandatory requirement (i.e. where the words “shall” or “must” are used) will be rejected.
- 5.2 This Invitation to Tender does not constitute an offer and the Employer does not undertake to accept any tender. The Employer reserves the right to accept a Tender in part, rather than in full. The Employer does not undertake to accept the lowest or any tender or pay any expenses incurred by the Tenderer in the preparation of his tender. The Employer reserves the right, acting reasonably, to discontinue the Tender process at any stage without liability to any Tenderer.
- 5.3 Tenderers are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Tenderer in connection with the preparation and submission of a Tender, and in discussion with the Employer, and (in the case of acceptance of a Tender by the Employer) in connection with the execution of the Contract and all and any relevant documents, shall be borne by that Tenderer.
- 5.4 The Employer accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Tenderers of such information. Tenderers must satisfy themselves of the accuracy of any information provided by the Employer.
- 5.5 Tenderers should include in their tender submission all information required by the Invitation Document and all costs necessary to undertake the Contract safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract. All monetary values shall be stated in Pounds Sterling.
- 5.6 In submitting its Tender, each Tenderer warrants, represents and undertakes to The Employer that:
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Employer by the Tenderer, its employees or agents in connection with or arising out of the Tenders are true, complete and accurate in all respects;
 - it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tenders;
 - it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to deliver the Works;
 - it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by The Employer and that is for the time being in the possession of the Tenderer.

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6. Confidentiality

- 6.1 Information supplied by the Employer in connection with the Invitation Document shall be treated as confidential and Tenderers shall not, without the prior written consent of the Employer, at any time make use of such information for its own purposes or disclose such information to any person (except as may be required by law or where such information is disclosed for the purposes of obtaining commitments from proposed, sub-contractors or suppliers and other information required to be submitted with the Tender).
- 6.2 This Invitation Document and every part of it and all other information provided by or on behalf of the Employer must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation Document other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Tenders (i.e. insurers and legal advisers).
- 6.3 Tenderers shall not at any time release any information concerning the Invitation Document and/or their Tenders and/or any related documents and/or any negotiation and/or discussion with the Employer in this connection for publication in the press or on radio, television, screen or any other medium.
- 6.4 Each Tenderer warrants to the Employer that no document that it prepares as part of its Contractors Proposals shall infringe any Intellectual Property Rights. The Employer reserves the right to retain all Proposals submitted by Tenderers throughout the period that their Tenders remain valid and open for acceptance.
- 6.5 Each Tenderer undertakes to indemnify The Employer and to keep the Employer indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Instruction.
- 6.6 Tenderers shall at all times: comply with the Data Protection Act 1998 (as amended from time to time) (the DPA); maintain the confidentiality of personal data to which you have authorised access pursuant to the Invitation Document; indemnify the Employer and keep the Employer indemnified against loss, destruction or procuring of data contrary to the DPA by the Tenderer, its servants or agents; in accordance with paragraph 12 of Part 11 of Schedule 1 to the DPA: process any personal data supplied to the Tenderer by the Employer only in accordance with The Employers' written instructions; and comply with obligations equivalent to those imposed by a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

7. Submission of Tenders

- 7.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the Invitation Document. Tenders must not be qualified in any way and must be submitted strictly in accordance with the Invitation Document, including these Instructions. Tenders must not be accompanied by any covering letter or any statement that could be

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- construed as rendering the Tenders equivocal and/or placing it on a different footing from other Tenders.
- 7.2 Tenderers shall complete and submit in the manner described below **three (3) hard copies** of the completed Form of Tender, Contract Sum Analysis and all other supporting documents. An electronic copy of the Contract Sum Analysis will be requested once hard copies have been received.
- 7.3 To be considered, Tenders must be received at the **Offices of Bovey Tracey Town Council** by Registered Post or Recorded Delivery or delivered by hand no later than **12PM (Noon) on Monday 12th March 2018** (the Closing Date) or such later date as The Employer notifies to Tenderers.
- 7.4 Tenders should be addressed to **Mr Mark Wells (Town Clerk)**.
- 7.5 Tenders should be sealed in a plain package, or box. Tenderers should ensure that if the documents are posted through Royal Mail that they have evidence that the documents were posted to arrive by the due date.
- 7.6 The package or box must not bear the marks, sign or reference which might indicate the identity of the Tenderer. It should be marked **“Tender Documents – New Community Centre at Bovey Tracey - Do Not Open”**
- 7.7 Tenders shall be kept open and valid for acceptance by The Employer for at least 90 days after the return of Tenders or such longer period as may be agreed with The Employer.
- 7.8 Any Tenders, or Proposals or other documents received after such time and date will not be considered for acceptance by The Employer.
- 7.9 The Tenders shall be completed in black ink or type. The Tenders must be signed, where the Tenderer is an individual, by that individual; where the Tenderer is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tenders; where the Tenderer is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 7.10 Tenderers should note that Tenders and other supporting documents must be written in English and any Contract which may or may not be entered into, its formation, interpretation and performance, shall be subject to and interpreted in accordance with the laws of England.
- 7.11 Any information supplied in response to this Tender may be made available on demand in accordance with the Freedom of Information Act 2000. Tenderers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Tenderers should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed, but will be examined in the light of the exemptions provided in the Act. It is

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important to note that information may be commercially sensitive for a time (e.g. during a Tender process) but afterwards may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However, Tenderers should note that no information is likely to be regarded as exempt forever.

8. Acceptance of Tenders

- 8.1 The Employer reserves the right not to accept any Tender submitted pursuant to the Invitation Document. The Employer may without limitation undertake interviews as part of the evaluation process. All information and documents submitted by Tenderers by the due date will be considered, as well as any other information that The Employer requires to be submitted.
- 8.2 At the conclusion of the evaluation process and subject to the provisos contained in these instructions, the Employer will decide to whom the Contract will be awarded and the successful Tenderer will be expected to enter into a formal agreement.
- 8.3 Acceptance of the Tender shall only be signified in writing by the Employer or his appointed Agents.

9. Rejection of Tenders

- 9.1 Any Tender submitted by any Tenderer in respect of which the Tenderer:
 - (a) fixes or adjusts the amount, prices, charges and rates shown by or in connection with any agreement or arrangement with any other person; or by reference to any other Tenders; or
 - (b) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Tenders or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Tenderer in its Tenders and other documents; or
 - (c) offers or agrees to pay or give, or does pay or give, any sum of money, inducement 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 Tenderer or any other proposed Tenders or other documents any act or omission; or
 - (d) has directly or indirectly canvassed any member or official of The Employer concerning the acceptance of any Tenders or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenders or Proposals submitted by any other Tenderer; or fails to use the English language.

shall not be considered for acceptance and shall accordingly be rejected by The Employer provided always that such non-acceptance or rejection shall be without

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prejudice to any other civil remedies available to The Employer in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.

10. Evaluation Process

- 10.1 The Employer (and his Agents) will conduct a technical and financial evaluation of the bids received and the Contract will be awarded on the basis of the most advantageous tender.
- 10.2 An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Tender. The evaluation team will comprise members of Randall Simmonds and all parties of the design team.
- 10.3 It will be the responsibility of Tenderers to demonstrate value for money in their proposals for all matters relating to the Contract.
- 10.4 The successful Tenders will be chosen from those which achieve the best overall scores. The Tenders will be assessed according to the criteria set out below and in proportion to the following weighting:
- Price - **60%** of marks available will be allocated according to the prices and rates indicated in the Price Framework.
 - Quality - **40%** of the marks available will be allocated to the qualitative submissions. An interview will be held with the top three tenderers, the results of the interviews will be available to moderate the quality scores.
- 10.5 Tenders will be subject to a three-stage evaluation process which is outlined overleaf:-

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Stage 1 Initial Assessment

Tenders will be subject to an initial screening assessment on a pass or fail basis:-

	Tender / Contract Criterion	
1	The Tender has been submitted on time, is completed correctly, is materially complete and meets the requirements of the Invitation Documents; the Tender is sufficiently complete to enable it to be evaluated in accordance with this evaluation framework;	Pass/fail
2	The Tenderer has not contravened any of the terms and conditions of the Accelerated Restricted Procedure or the tender process – either provided for in the Public Contracts Regulations 2006 and/or this Invitation Document.	Pass/fail
3	Provision of an unequivocal statement in the Form of Tender that the contractor accepts the Contract as set out in the Appendix to this Volume and that they have been signed-off by the Tenderers insurers and legal advisers. If applicable, confirmation of the availability of a Parent Company Guarantee in the form annexed to this document from the parent company.	Pass/fail

For the avoidance of doubt: failure to pass the initial assessment will result in the Tender not being considered further. Tenders that are not substantially complete or which are non-compliant with the requirements of the Invitation Documents may be rejected at this stage.

Tenders which are successful following the screening assessment will be subject to a detailed evaluation in accordance with the evaluation criteria and weightings set out below for the Price / Quality Evaluation. During this evaluation, The Employer reserves the right to call for further information or clarification from Tenderers, as appropriate to assist in its consideration of their Tenders.

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Stage 2A: Quality Evaluation (50%)

In the event that the Tender passes the minimum requirements, it will then be scored and weighted according to the evaluation criteria noted in the table below.

	Quality Criterion		
1	<p>Project Delivery</p> <p>A. Detailed proposals for:</p> <p style="padding-left: 40px;">I. site establishment, logistics and security while working in/adjacent to a busy, live environment; how health, safety and welfare will be managed for this Contract</p> <p style="padding-left: 40px;">II. project handover and defects management</p> <p style="padding-left: 40px;">III. Proposals for engaging with the Employer and supporting with the local community during the Contract</p> <p style="padding-left: 40px;">IV. proposed team including CV's, outlining their current projects and recent experience on projects of a similar nature</p>	5%	20%
2	<p>Pricing</p> <p>B. Outline how will you will approach the second stage procurement process and contract award within the timeframe available.</p> <p>C. How will you ensure Cost Certainty and Cost Effectiveness is achieved for the Employer?</p>	5%	10%
3	<p>Programme</p> <p>A. The Contractor shall provide a detailed programme for the Design Development and 2nd stage procurement Construction phase to demonstrate how he will achieve the commencement and completion dates, identifying any sequencing.</p>	5%	5%

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4	<p>Risk</p> <p>Describe any risks you consider appropriate to this project and how you propose managing these and/or eliminating the same. You should consider but not limit yourselves to site constraints, resourcing and material shortages which might impact on programme and rising costs within the industry.</p>	5%	5%
	Total		40%

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Qualitative Tender Response Scoring

The following scoring mechanism will be used to score each section of the Tender response.

0 Points	Response is totally unsatisfactory / No response provided.
1 Point	Response is unsatisfactory with major area for concern.
2 Points	Response is satisfactory with minor areas for concern
3 Points	Response is satisfactory / reasonable.
4 Points	Response is good with no area for concern.
5 Points	Response meets the Employers' full expectations.

Tenderers' responses will be scored on a consensual rather than individual basis.

Tenderers that are deemed to have scored unsatisfactory - less than 2 (or equivalent) points in **any** of the Criteria may not be invited to interview.

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Stage 2B: Price Evaluation (50%)

The Tender Sum Analysis shall be completed and returned by the Tenderer.

Tenderers must also provide a full Preliminaries breakdown as part of their submission to allow the Employer to undertake a financial evaluation of the bids. This may be submitted in their preferred format.

The total price ratio score will be calculated through analysis of the pricing as follows:-

	Price Criterion	Score
1	Preliminaries and Site Overheads (including Pre-Construction Services)	40%
2	Head Office Overheads & Profit	15%
3	Other Allowances	5%
	Total	60%

A maximum price ratio score shall be given to the lowest Tenderer in each section. The price ratio score shall then be calculated for each other tender as a proportion of the lowest Tenderer.

The Employer shall have the right to disregard any tender where it is considered that the tendered rates, percentages and/or prices are not viable. Further details and build-ups may be requested from the tenderers.

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Stage 3: Tender Interviews

The Employer may require some or all of short listed Tenderers to attend formal interviews with the evaluation panel as the final stage of the selection process.

The provisional date for such interviews is w/c **19th March 2018**

Tenderers will be notified by **14th March 2018**

It is expected that the Tenderer will be represented at the 1st Stage interview by the operational staff who will be involved in the delivery and performance of the Contract. Tenderers should ensure that the relevant individuals are available to attend where possible.

The interview will include a list of standard questions that all Tenderers covering covered in the Contractors Proposals as follows:-

The specific questions will cover the following:-

- Project Delivery
- Procurement / Best Value
- Programme
- Community Engagement.
- Relevant Experience

Tenderers will not be required to prepare and deliver a formal 'PowerPoint' presentation.

The results of these Interviews will be used to moderate the Quality scores originally allocated against the Tenderers response to the written quality sub-criteria, within a range of +/-10% against the total Quality sub criteria score. This will depend on the quality of the interview response.

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Form of Tender

To, Bovey Tracey Town Council

New Community Centre

I/We the undersigned return this Tender and acknowledge that we are bound by our proposals submitted pursuant to the Invitation Document (receipt of which is also acknowledged).

I/We hereby unconditionally and irrevocably offer to undertake the Works set out therein at the prices set out in the Price Documents returned as part of our submission.

I/We confirm that I/We are fully conversant with all the Documentation; and this Tender is submitted strictly in accordance with the Documentation including, but not limited to the Instructions to Tenderers.

I/We enclose under cover of this Form of Tender three (3) hard copies and one (1) complete copy on CD Rom or memory stick of the following documents:-

- i The **Contractors Proposals**, providing methodology and programme for the 2nd Stage delivery up to Contract award.
- ii The completed **Price Document** and supporting commercial information document pursuant to Volume 2 of the Invitation to Tender; and
- iii Any other required **Supporting Documents**, including the Anti Collusion Certificate and Confidentiality Statement.

I/We agree that this Tender shall remain open to be accepted or not by The Employer and shall not be withdrawn for a period of 90 days from the deadline for receipt of Tenders as set out in the Instructions to Tenderers, or such longer period as may be agreed with The Employer.

I/We accept the Contract and Supplementary Conditions, and confirm that they have been signed-off by the Tenderers insurers and legal advisers. If applicable, I/we confirm the availability of a Parent Company Guarantee in the form annexed to this document from the parent company.

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Form of Tender (Cont'd)

I/We undertake to execute a Contract(s) to be prepared at your expense for the proper and complete fulfilment of the Works or any part or parts thereof, as you may in your absolute discretion award to us. I/We agree that I/we shall commence the Works when requested to do so by The Employer.

I/We certify that the details of this Tender and the Documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.

I/We acknowledge that The Employer is not bound to accept the lowest or any Tender it may receive, and reserves the right at its absolute discretion to accept or not to accept any Tender submitted.

I/We certify that we have full power and authority to enter into a Contract(s) and undertake the Works, and that this is a bona fide tender.

Dated this day of []

Signed for and on behalf of the Tenderer:

Signed:

Position/Status:

Tenderers Name:

Address:

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Confidentiality Undertaking

To, Bovey Tracey Town Council

New Community Centre

I/we declare and accept that we shall not during the tender for the above Works or at any time thereafter disclose to any person (except as may be required or permitted by law) the tender documents or any information contained thereon or subsequently provided to us by the Employers Agent or on the Employers behalf in connection with this tender, all of which information shall be deemed to be confidential.

We further declare and agree that:

1. We will use such information only for the purposes of preparing our tender submission and shall promptly return to the Employer un-copied, all the tender documents and other information provided to us in connection with the tender if subsequently we are unable to tender or having tendered our tender is not successful.
2. We shall neither dispose nor part with possession of any confidential material provided to us by the Employer or prepared by us pursuant to the tender, save where the disclosure of such confidential information is essential for the procurement of an Insurance Quotation pursuant to the tender.
3. We shall not and shall ensure that any person employed by us or acting on our behalf does not divulge to any third party any information which comes into our or their possession in the course of performing the Contract or submitting any tender.
4. We declare that we are and shall remain registered under the Data Protection Act 1984 or the Data Protection Act 1998.
5. We shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking.

Signed for and on behalf of.....

.....

Director/Secretary

Dated.....

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Anti-Collusion Certificate

To, Bovey Tracey Town Council

New Community Centre

I/we certify that this is a bona fide tender, intended to be competitive, and that I/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.

I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the returnable date for this tender any of the following acts:-

- (b) Communicate to a person other than the person calling for these tenders the amount, or approximate amount of the proposed tender;
- (c) 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;
- (d) Offer or pay or give or agree 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 tender or proposed tender for the work any act or things of the sort described above.

I / we acknowledge that if the Office of Fair Trading (or its successor body) makes a formal finding that we have committed an infringement of competition law (including, without limitation, an infringement of the Competition Act 1998) or we make a formal admission in this respect, the Employer may terminate our appointment under any contract awarded to us pursuant to this tendering process by notice in writing, having immediate effect.

Note: In this certificate, 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.

Signed for and on behalf of.....

.....

Director/Secretary

Dated.....