

INVITATION TO TENDER (ITT) FOR a contract to construct a new football pitch on land adjacent to the Playing Fields, Headley, Hampshire, on behalf of Headley Parish Council.

CONTRACT PERIOD: TBC

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The information in this document will help you offer a quality response to our Invitation to Tender. Please read the notes carefully as they address many of the frequently asked questions.

Tenderers must submit all accompanying documents, fully completed, by email or by post to reach the Council before the **24**th **February at midday**.

SECTION 1 - PREAMBLE

1. INTRODUCTION

- 1.1 Headley Parish Council is seeking an experienced and established supplier. The successful supplier will be responsible for the following works:
- Mark out development area within the site and flail mow / clear the existing vegetation to dispose off site. Apply total herbicide, strip vegetation, strip topsoil to 200 mm and take to temporary store. Grade subsoil to design levels using balanced cut and fill techniques, rip formation layer and trim, topsoil replacement, laser grading to final design levels, stone burying / picking. Seeding, fertilisation, establishment, reinstate easement areas and seed, maintenance to handover including temporary irrigation. Install rabbit proof fencing around the site boundary with 8 simple styles to allow access over the fence for ball retrieval. Repair / infill existing hedges.

2. PRICING

2.1. The rates shall allow for all general risks liabilities and obligations as set out in the Conditions of Contract.

3. FREEDOM OF INFORMATION ACT & EIR

- 3.1. Information in relation to this tender may be made available on request in accordance with the requirements of the Freedom of Information Act 2000 and The Environmental Information Regulations 2004 ("EIR").
- 3.2. If Tenderers consider that any of the information provided in their Tender is confidential or commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 3.3. This will not guarantee that the information will not be disclosed but will be examined in light of the exemptions provided in the Act.

SECTION 2 – CONDITIONS OF TENDER

1. GENERAL REQUIREMENTS

Tenders are invited for the construction of a new football pitch on land adjacent to the Playing Fields, Headley, Hampshire. The Councils' detailed requirements are defined in the Specification Document.

- 1.1. Tenders must be submitted in accordance with the following instructions and within the constraints laid down in the specific Form of Tender, any not complying may be rejected.
- 1.2. If the information requested is not available or applicable to your organisation please indicate on the questionnaire. If a question is left blank the Council will not be able to assess your response.

2. FORM OF TENDER AND ACCOMPANYING PAPERS

- 2.1. Tenders must be submitted on the Form of Tender, which must be duly completed and accompanied by completed:
 - The Conditions of Contract,
 - Any Supporting Information provided in response to Tender requirements or Specification.
 - Pricing Schedule,
- 2.2. The Tenderers written response to any Supporting Information required by the Council will be taken into account in the evaluation of competing tenders and which, if approved, will be binding but will not detract from the Specification or Conditions of Contract.

3. SIGNATURE OF FORM OF TENDER

- 3.1. The Form of Tender must be signed:
 - where the Tenderer is an individual, by that individual;
 - where the Tenderer is a partnership, by two duly authorised partners;
 - where the Tenderer is a limited company, by a director duly authorised for such purposes.

4. REJECTION OF FORM OF TENDER

- 4.1. The Council shall reject any Form of Tender submitted by a Tenderer in respect of which the Tenderer has acted to fix or adjust prices, colluded with any other Tenderer, has offered or accepted a bribe, has canvased a member or officer of the Council to obtain information or influence any decision; or has acted illegally in any way with regard to preparation of the Tender, the evaluation of Tenders or the award of Contract.
- 4.2. Provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract. The Council reserve the right not to award the Tender in full or in part at any stage.

5. NON-CONSIDERATION OF FORM OF TENDER

- 5.1. The Council may in its absolute discretion refrain from considering any Form of Tender if either:
 - It is not prepared and submitted in accordance with the Form and Conditions of Tender.
 - The Tenderer makes or attempts to make any variation or alteration to the terms Tender, the Conditions or the Specification except where a variation or alteration is invited or permitted by the Tender.

• The Tender is incomplete and/or the Tenderer does not provide all the information required by the Council.

6. RESEARCH, INFORMATION, COSTS AND EXPENSES

- 6.1. The Tenderer is responsible for ensuring it has carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract and for obtaining all information necessary for the preparation of its Form of Tender.
- 6.2. All costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Form of Tender shall be borne by the Tenderer. The Council shall not make any payments to the Tenderer save as expressly provided for in the Contract.
- 6.3. Tenderers should satisfy themselves of the accuracy of all fees, rates and prices quoted be them as they will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.

7. SUBMISSION OF FORM OF TENDER

7.1. The information in this document will help you offer a quality response to our Invitation to Tender. Please read the notes carefully as they address many of the frequently asked questions.

Tenderers must submit all accompanying documents, fully completed, to reach the Council before *INSERT DATE* at 12 noon.

- 7.2. Tendering documentation may vary in detail, but we will:
 - avoid over specifying a requirement,
 - invite a sufficient number of tenderers to ensure fair competition, but remove barriers to participation by small suppliers without discriminating against larger suppliers,
 - provide clear documentation,
 - give all tenderers equal opportunity,
 - provide feedback to unsuccessful bidders
- 7.3. Tenderers should seek to clarify any point of doubt or difficulty with the Council before submitting a Tender. Clarification requests concerning any matters of principal or remaining doubt or difficulty which Tenderers consider are not adequately covered in the Invitation to Tender documents should be made through the Grounds Management Association contact aparker@thegma.org.uk. All requests for clarification must be received in sufficient time to enable the Council to supply the information, Clarification questions will close **3 days** before the date specified for the receipt of tenders.
- 7.4. When returning the Tender please ensure that:
 - Ensure that sufficient time is allowed.
 - The size of electronic files should be kept to a minimum and compressed or 'zipped' if required.
 - All documentation is properly completed, authorised and enclosed with your tender.
- 7.1. Tenderers shall keep their respective Forms of Tender valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders or until a date agreed prior to Tender submission. Headley Parish Council reserve the right to not award the Tender.

8. QUERIES

- 8.1. In the event that the Tenderer has difficulty in complying with any specific provision or wishes to propose any amendment it should provide all information and evidence concerning such difficulty or amendment as the Council may require.
- 8.2. The Council may at its discretion consider the difficulty or amendment and may issue general guidance or waive or amend the relevant provision but in any case without prejudice to all or any other provisions of the Form of Tender, the Conditions or the Specification or any rights or powers of the Council hereunder.

9. EVALUATION OF TENDERS & VARIANT BIDS

- 9.1. If a Tenderer fails to provide fully for the requirements of the Specification the Council may reject the Tender or if it is accepted the Tenderer must either:
 - (i) absorb the costs of meeting the full requirements of the Specification within its tendered price; or
 - (ii) withdraw its Tender.
- 9.2. Where it is in the best interest of the Council, variant bids may be accepted.
- 9.3. The Council can accept the lowest Tender or that which it judges to be the most economically advantageous. The method, criteria and weightings used for selection and award are provided in Section 6 of this document.
- 9.4. The Council reserves the right not to award the Contract to the lowest or any Tenderer, reserving also the right to accept the same in whole or in part.
- 9.5. Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the Tenderer following a standstill period (from the date of the notification of proposal to award is sent to all tenderers) of not less than 10 days.
- 9.6. After the acceptance of the Tender and a Contract shall be drawn up using JCT Minor Works 2016 shall, upon request of the Council, forthwith execute a formal contract in the form of the Articles of Agreement. Thereby, once formally agreed, a Contract shall be constituted and become binding on both parties.

10. TRANSPARENCY AND CONFIDENTIALITY

10.1. The Form of Tender, the Conditions of Contract and the Specification and all other documentation or information issued by the Council relating to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

11. TENDERER'S WARRANTIES

- 11.1. In submitting a Tender the Tenderer warrants and represents that:
- 11.2. it has not done any of the acts or matters referred to in Condition 4 above and has complied in all respects with these Conditions of Tender;
- 11.3. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with or arising out of the Form of Tender are true, complete and accurate in all respects:

- 11.4. it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
- 11.5. it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;
- 11.6. it is of sound financial standing and the Tenderer and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer) which may adversely affect such financial standing in the future;

SECTION 3 – COMPANY INFORMATION

A. COMPANY PROFILE

Organisation / Company name	
Main Address for Correspondence	
Registered Office a) Address b) Postcode c) Telephone number d) Fax number	
Point of Contact a) Name b) Designation c) Telephone number d) Email e) Fax number f) Out of hours telephone number	
Are you a Sole Trader, Partnership, Private Limited Company, Public Limited Company, Local Authority Organisation? (state which)	
 a) Names of Directors <pre>/Partners/Proprietors <pre>/Associates (please identify which)</pre> </pre> b) Name of organisation 	
Has or is any Director, Partner, Proprietor or Associate (been) employed by this Council?	YES / NO. If YES please give details as Appendix.
Please state if any Director, Partner, Proprietor or Associate has a relative(s) who is/are employed by the Council	YES / NO. If YES please give details as Appendix.
Please state names of Directors, Partners, Proprietor or Associates of your Company/Firm who have any involvement in any other Companies/Firms who provide Services to the Council.	
the Candidate is a Limited Co	mpany, please complete questions A.10 – A13.
Registration date and number under Companies Act 1985.	
	Main Address for Correspondence Registered Office a) Address b) Postcode c) Telephone number d) Fax number Point of Contact a) Name b) Designation c) Telephone number d) Email e) Fax number f) Out of hours telephone number Are you a Sole Trader, Partnership, Private Limited Company, Public Limited Company, Local Authority Organisation? (state which) a) Names of Directors /Partners/Proprietors /Associates (please identify which) b) Name of organisation /Company secretary Has or is any Director, Partner, Proprietor or Associate (been) employed by this Council? Please state if any Director, Partner, Proprietor or Associate has a relative(s) who is/are employed by the Council Please state names of Directors, Partners, Proprietor or Associates of your Company/Firm who have any involvement in any other Companies/Firms who provide Services to the Council. ethe Candidate is a Limited Co

A.11	Is the Company a Member	YES/NO If YES, please give the names and addresses
	or Associate of a Company	of Parent Company and all other subsidiaries as an
	or group of Companies?	Appendix.
A.12	Would the Parent Company	YES/NO
	guarantee in writing the	
	contract performance of its	
	Subsidiary?	
A.13	Please list any Trade, or	
	Professional Associations	
	that the Company belong	
	to, with names and	
	registration numbers	

B. GROUNDS FOR EXCLUSION

Provide confirmation that there are no grounds applicable to the Relevant Organisation pursuant to which a Bidder may be rejected under the Public Contracts Regulations 2006, Regulation 23, namely:

That the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the following offences:

- conspiracy within the meaning of section 1 of the Criminal Law Act 1977[26] where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA[27]
- corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889[28] or section 1 of the Prevention of Corruption Act 1906[29], superseded by the Bribery Act 2010
- 3. the offence of bribery, fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of—
 - 1. the offence of cheating the Revenue;
 - 2. the offence of conspiracy to defraud;
 - 3. fraud or theft within the meaning of the Theft Act 1968[30] and the Theft Act 1978[31];
 - 4. fraudulent trading within the meaning of section 458 of the Companies Act 1985[32];
 - 5. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979[33] and the Value Added Tax Act 1994[34];
 - 6. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993[35]; or
 - 7. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
- 4. money laundering within the meaning of the Money Laundering Regulations 2003[36];
- 5. any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Grounds for exclusion YES/NO

The Council may seek evidence at a later date, in confirmation of your answer.

B. ECONOMIC & FINANCIAL STANDING

C.1	Who is the person in your Company/Firm responsible for financial matters?	
C.2	Please enclose a copy of the Certificate of Incorporation of the Company under the Companies Act 1985 (if applicable) and any Certificate of Change of Name.	Enclosed? YES/NO
C.3	Please enclose copies of audited accounts and annual reports for the last three years, to include: (a) Balance Sheet	Enclosed? YES/NO
	(b) Profit and Loss Account	
	(c) Full Notes to Account	
	(d) Directors Report /Auditors Report	
	NB. For new organisations where there are not accounts for 3 years some form of financial information should be submitted. A current balance sheet is acceptable.	
C.4	Please enclose statement of the annual turnover of the relevant services for the current trading period.	Enclosed? YES/NO
C.5	If the accounts you are submitting are for a year ended more than 10 months ago, can you confirm that the Company/Firm described in those accounts is still trading?	YES/NO If YES, please attach details and evidence.
C.6	Are there currently any outstanding claims or litigation against the Company/Firm?	YES/NO
C.7	Please give the name and address of your Bankers from whom references may be taken up.	
C.8	VAT Registration Number.	

C. TECHNICAL CAPACITY

D.1	T					
D. I	Firm's Capacity			Managem	nent	
	Company/Firm	ate the number of employees ompany/Firm ngaged in the type of work for the contract of the co		Professio	nal/Technical	
	you are applying.			Admin/Cle	erical	
	(If you are a national or organisation, please also those figures for the part	o provid		Superviso	ors	
	organisation that would (Contract).		h this	Operative	es	
				Others		
D.2				Managem	nent	
	Local Organisation Ca	pacity			nal/Technical	
				Admin/Cle	erical	
	State the number of emp			Superviso	ors	
	Company/Firm engaged			Operative	es	
	work for which you are a	appiying		Others		
D 0			VEONO	(VEQ		
D.3	Has your Company/Firm ever suffered any financial deduction for defective performance of any Contract		YES/NO	f YES, plea	se attach details.	
D.4	had a contract terminated or your employment determined under the terms of any		YES/NO	f YES , plea	se attach details.	
D.5	contract? To the best of your knowledge has your Company/Firm ever not had a Contract renewed for failure to perform to the terms of the contract? YES/NO I		f YES , plea	se attach details.	•	
D.6	CURRENT CONTRACTS Please list 3 major Contracts currently and recently held in public and private sectors for services of a similar type provided in the last three years from whom references may be solicited to testify to your technical capacity, standards and quality of service.					
OF CLIENT (include			OF CONT ing fax, pho details)		VALUE OF CONTRACT	DATE & PERIOD OF CONTRACT

D.7	a) Is your Company/Firm certified or has it applied for certification to IS09001/2000 or another standard conforming to European	YES/NO
	EN29000 Series?	
	b) If not, do you operate equivalent systems based on the principles of IS09001/2000 and its equivalents? Demonstrations may be required.	YES/NO
	c) What training facilities do you have?	

E. HEALTH & SAFETY

E.1	Do you have a Health and Safety Policy?	YES/NO. If YES, please attach details and evidence.
E.2	Has your company been served with any prohibition and/or notices for improvement in the past 10 years?	YES/NO If YES, please attach details.
E.3	Do you keep records including deaths, major injuries, dangerous occurrences, 3 day injuries, near misses as defined in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations, RIDDOR?	YES/NO. If YES, please attach details for the past 10 years.

F. ENVIRONMENTAL ISSUES

	As part of the Councils' efforts towards encouraging sustainable development of the environment, you are asked to provide the following information.				
F.1	F.1 Do you have an environmental policy and/or an YES/NO. If YES, please attach				
	environmental purchasing policy? details and evidence.				
F.2	What environmental				
	management systems do				
	you have in place e.g. ISO				
	14001(or similar				
	accreditation)? Please detail.				

G. Modern Slavery Act 2015

Headley Parish Council consider that the ethical treatment of all people is of paramount importance. All people without exception have the right to protection from abuse; and all suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately. Tenderers must sign the following declaration of intent to comply with the Modern Slavery Act 2015:

G.1	This organisation warrants that it has thoroughly investigated its labour practices, and those of its direct suppliers, to ensure there is no slavery or forced labour used anywhere in this organisation or by any of the direct suppliers to this organisation.	YES/NO.
G.2	 This organisation has put in place all necessary processes, procedures, investigations and compliance systems to ensure that this situation will continue to be the case at all times from and after the date of the Statutory Declaration/contract. 	YES/NO.

H. EQUAL OPPORTUNITIES & EMPLOYMENT POLICIES

Suppliers are required to return this document completed together with <u>all</u> supporting documentation where applicable and when requested.

Your organisation will be evaluated for equality in employment on the basis of your answers to these questions. Please ensure that you answer every question. You are encouraged to provide full and detailed responses. Failure to provide the information requested may result in your firm being rejected.

evider	sist the evaluation process, you are requested to id not ince is located for each question, e.g. if found in you the page number and paragraph details and index and i	ır Equal Opportuni		
H.1	The Organisation has an equal opportunities policy?	YES/NO. If YES details and evidence		
H.2	It is the organisations policy as an employer to content to the full to the following: The Race Relations Act 1976; The Race Relations (Amendment) Act 200; The Rehabilitation of Offenders Act 1974; The Local Government Act 1988 and 199; Disability Discrimination Act 1995; Sex Discrimination Act 1975; The Equal Pay Act 1970; Gender Reassignment 1999; Employment Equality (Religion or Belief) 12003 The Employment Equality (Sexual Oriental Regulations 2003. Age Regulations 2006 Ensuring not to treat one group less favourably the because of their protected characteristic — e.g genationality, ethnic origin, religion, sexuality or aged decisions to recruit or promote employees.	mply with the hat encompass, 00; 9; Regulations ation) nan others nder, race, e in relation to	YES/NO	
H.3	Can you give examples of where you have made adjustment to comply with the Disability Discrimin		YES/NO. If YES, please attach details and evidence.	
H.4	The Organisations' policy on gender, race and disability are set out in:			
a)	in instructions to those concerned with recruitment, training and promotion; YES/NO			
b)	in documents available to employees, recognis or representative groups of employees; and	sed trade unions	YES/NO	
c)	in recruitment advertisements and other literature)	YES/NO	

H.5	In order to comply with legislation, equality monitoring records are undertaken of existing workforce by ethnic group, disability, gender and secondly, applicants for jobs, promotion and training. Grievances, disciplinary action, performance appraisals and dismissals are also monitored and can be supplied to the Council.	YES/NO. If YES, please attach details and evidence.
H.6	Is your organisation currently working towards any national equality standards e.g. "Racial Equality means Business", Equality Standard for Local Government; West Midlands Forum for Race Equality or any other equivalent standard?	YES/NO. If YES, please attach details and evidence.
H.7	In the last three (3) years has your organisation been the subject of a formal investigation by the CRE, the Equal Opportunities Commission or Disability Rights Commission on the grounds of alleged unlawful discrimination?	YES/NO. If YES, please attach details and evidence.
H.8	In the last three (3) years has your organisation had a finding of unlawful discrimination on the grounds of gender, race or disability made against it by any court or industrial tribunal of competent jurisdiction?	YES/NO. If YES, please attach details and evidence.
H.9	If the answer to H.7 or H.8 is yes, what steps were taken by your organisation in consequence of these findings?	Attach details.
H.10	The organisation's workforce receives training on equalities complying with Equalities legislation relating to race, gender, disability etc as specified in 2 above?	YES/NO
H.11	The organisation has documented procedures in place for dealing fairly and promptly with Complaints about discrimination?	YES/NO. If YES, please attach details and evidence.
H.12	What is your organisation's strategy for implementing the checks required by the contract through the Criminal Records Bureau?	Attach details.
H.13	Do you consider yourself to be an Ethnic Minority Business as defined in the following definition? An ethnic minority business would be defined as "for-profit" enterprises, which are 51% or more owned, operated and controlled by members of the one or more ethnic minority group. "Ethnic minority" includes anyone who defines him or herself as being in any of the census 2001 categories other than White British.	YES/NO

I. INSURANCES

Please confirm that you have, or if you are successful you will purchase cover for:

		EMPLOYERS LIABILITY	PROFESSIONAL INDEMNITY	PUBLIC LIABILITY
Cui	rent Cover	YES/NO	YES/NO	YES/NO
If Y	ES, please give			
det	ails:			
a)	Insurer			
b)	Policy Number			
c)	Extent of cover			
d)	Expiry date			

SECTION 4 - SPECIFICATION

Please refer to the following documents:

- Headley Parish Council Specification of Works
- Headley Parish Council Preliminaries
- Designers Risk Assessment
- GMA0930.17-1 Proposed and Existing Levels

SECTION 5 - PRICING SCHEDULE

Please refer to the Schedule of rates section within the 'Headley Parish Council specification of works' document which the tenderer is required to complete. An excel sheet of the schedule has been provided and should be completed as well.

SECTION 6 – TENDER EVALUATION CRITERIA

The Council will evaluate tenders according to the criteria and weightings detailed below.

 QUALIFICATION – Tenders will be deemed to have qualified provided they are received on time as per instructions and that there are no reasons for exclusion as described in Section 3 B.

2. SELECTION AND AWARD CRITERIA

2.1 The selection and award criteria will be based upon the information submitted in Section 3 and 4. The evaluation criteria will be as follows:

Full satisfactory response	5
Partial, generally satisfactory response	3
Unsatisfactory response	0
No response	0

2.2 The scoring will be weighted as follows:

Cost	60%
Economic and Financial Standing	10%
Technical Capacity	10%
Health & Safety	5%
Business Continuity	5%
Environmental Issues	5%
Equal Opportunities & Employment Policies	5%

2.3 Award of contract will be subject to a satisfactory credit/risk report. The Council will request a credit check for all/the highest scoring bidder(s). In the event that the report from the highest scoring supplier is unsatisfactory the Council reserves the right to award the contract to the next highest scoring contractor with a satisfactory credit/risk report.

SECTION 7 – COLLUSIVE TENDERING CERTIFICATE

I/We declare that:

- 1. 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 in accordance with any agreement or arrangement with any other person.
- 2. I/We have not done and I/we undertake that I/we will not do at 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 disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.
 - b. entering into any agreement or arrangement with any other persons that they 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. We acknowledge that if we, or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, The Bribery Act 2010, the Council may cancel the contract and recover all costs and losses.

In this certificate, the word 'person' includes any persons or any body or associated, corporate or unincorporated, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Dated this	day of	20
Signature		
For and on behalf of(Name of firm or Company)		
Status of signatory		

Note: Refusal to give this declaration and undertaking means that your tender will not be considered.

SECTION 8 – FORM OF TENDER

To: Headley Parish Council

Specification and a	carefully and understood the, Conditions of Tender, Conditions of Contract, the all other documentation issued by the Council in connection with the contract to ruction of a new football pitch on land adjacent to the Playing Fields, Headley.
I/We	
Of	
Conditions of Ten	oply the Work subject to the requirements, terms and conditions set out in such der, Conditions of Contract, Specification and other documents (if any) at the ontained in the Pricing Schedule and at a total sum of:-
£	
That is (in words)	
that this Tender sh	u are not bound to accept the lowest or any tender you may receive. I/we agree all remain to be accepted or not by the Council and shall not be withdrawn for a rom Council's date for return of tenders.
	ur Tender is accepted to execute or contribute to a form of Agreement, Contract oper execution of the formal Contract and all agreements and documents which der.
Signature	
Name	
Position held	
For and on behalf	of (Name and Address of Tenderer)
Dated	