

APPENDIX 1

LIQUIDATED DAMAGES

Part 1

Contract sum (for example £90,000) + 10% (the cost associated with getting another consultant to do work)

= £99,000 X 0.002 (interest on capital) = £198 per week.

Part 2

Contract sum + the 10% = £99,000 x 1.5 % (Local authority fee's) 52 weeks = £28.55 per week

Therefore, total Liquidated Damages per week £226.55

APPENDIX 2: CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

To: The Committee and Member Services Manager

Room 213, The Business Centre, Futures Park, Bacup OL13 0BB

Date:

Statement of Non-Canvassing

I/we hereby certify that I/we have not canvassed any member, Director, Employee, Representative or Adviser of Rossendale Borough Council in connection with the proposed award of the Contract by Rossendale Borough Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, Employee, Representative or Adviser of Rossendale Borough Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of Non-Collusion

The essence of selective tendering for the Contract is that Rossendale Borough Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

communicate to a person other than Rossendale Borough Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that Rossendale Borough Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed by

Appendix 3 – Intention to Tender Form

Name (of lead contact)	
Name of Business	
Business Address	
Email Address	
Telephone Contact Details	