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**Contract for**

**Grounds Maintenance Services for**

**Elvetham Heath Parish Council**

**2024 –2027 with two potential 1 year extensions**

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# INTRODUCTION

Elvetham Heath Parish Council invites tenders for the grounds maintenance of Elvetham Heath for a period of 3 years (with two potential 1 year extensions), commencing 1st April 2024 and ending on 31st March 2027. The contract sum per annum will be between £75,000 -£88,000 + VAT and the Tenders will be evaluated on the basis of the quality demonstrated by the tenderers.

The contract to tender is divided into 2 parts:

**Part One** contains the Instructions to Tenderers, Guidance Notes for the Method Statements, the tender evaluation criteria and other ‘legal’ documentation, - i.e., the part of the Contract which must be priced, completed and/or returned.

**Part Two**. contains the Specifications.

A full set of maps of Elvetham Heath, along with a Grounds Maintenance Specification document showing the extent of the work in detail and a Bill of Quantities which needs to be priced by the tenderer. Please submit a request for a copy of the Cultivation License which must be adhered to. The License is due to be amended slightly in the near future. Elvetham Heath Parish Council Policy Documents including the Environmental Policy can be found at [www.elvethamheath.org.uk](http://www.elvethamheath.org.uk)

Please note that under additional services we would like you to list any additional capabilities your organisation can provide.

## Unique Aspects of This Contract

* All land is contained within a housing development with limited travelling distance
* Issues with limited parking at certain locations do exist.
* Contractors are reminded that they must be polite and courteous at all times.
* High quality of workmanship is expected on site and good customer service is essential.

# DESCRIPTION AND SCOPE OF SERVICE

## GENERAL DEFINITIONS AND REQUIREMENTS

### Overall Purpose

The overall purpose of this Contract is to maintain and manage the Elvetham Heath Estate adhering to the cultivation license and looking after the biodiversity on the heath whilst following the Councils policies including the policy on the environment. Elvetham Heath Parish Council believes that there are a number of factors that will assist in achieving this overall purpose.

1. The first is to work in partnership with a good contractor. Elvetham Heath Parish Council is therefore placing a great deal of emphasis on the tender evaluation process in order to ensure that it employs an organisation that is committed to the same purpose as Elvetham Heath Parish Council which is able to undertake the work without supervision.
2. There must be clearly defined responsibilities and standards. This is the prime intention of these Contract documents.
3. All work needs to be carried out and timed in such a way as to leave each area in a neatly maintained and tidy condition. For example, when trimming hedges, the debris should be cleared up after each section of highway and not left until later in the day.
4. A schedule of work must be provided on 30th of each month by the contractor, advising the Council what work will be undertaken during the following month.
5. Provide information to the Council using a grounds maintenance application tool. The contractor must upload before and after photos and start and end times by the end of each day.

The site should always look well maintained and tidy after each visit. Tenderers have the opportunity within their Method Statements to explain how they will ensure that this is achieved.

# INSTRUCTIONS TO TENDERER

## GENERAL

These instructions are issued for the guidance of Tenderers and will not form part of the Agreement. Failure to comply with these instructions, however, may result in rejection of the Tender.

The Authorised Officer or their representative will be available during the tender period to discuss any queries the Tenderers may have on the existing service. Tenderers may make appointments for meetings with the Authorised Officer or their representative to discuss the Tender Documents and the contents therein. The Authorised Officer does not have the power to alter any of the documents or intent of the tender but if in the tenderer's opinion there is any omission, inaccuracy or clarification required in the Tender Documents then the Tenderer should submit their views **via email.**

No unauthorised alterations or additions shall be made to any of the documents. Qualified tenders may be rejected.

Should any alterations or additions to the documents as issued to tenderers be deemed necessary prior to the date for submission of tenders, these will be issued to tenderers in the form of supplementary or amendment sheets. Tenderers will be required to acknowledge receipt of any such supplementary sheets.

The Tender shall be open to acceptance by Elvetham Heath Parish Council at any time within three months after the last day stated for delivery of the tender.

Any apparent ambiguities, errors, or omissions in the tender documents should be notified to the Authorised Officer without delay.

If examination of the tender reveals errors or discrepancies which would affect the tender, the tenderer will be informed of such errors or discrepancies and given an opportunity to confirm or withdraw the tender.

Tenderers must treat the tender documents and all details contained therein, as private and confidential.

Elvetham Heath Parish Council does not bind itself to accept any tender and will not be responsible for, or pay any expenses incurred by the tenderer in the preparation of this tender.

## SUBMISSION OF THE TENDER

The Tender Form, fully priced and totalled in ink, accompanied by a copy of the, Specification and other associated documents (see below), shall be submitted to: -

The Parish Clerk

Elvetham Heath Parish Council

The Key

Elvetham Heath

Fleet

GU51 1HA

Or to: grounds@elvethamheath-pc.org.uk

Tenders must be received electronically no later than the time and date stated in the "Invitation to Tender".

Tenders must be accompanied by:

(a) a Certificate that the Tenderer has not engaged in Collusive Tendering and has not been canvassed by any member or officer of Elvetham Heath Parish Council

(b) The Parent Company Guarantee (if applicable)

(c) a statement of the names and home addresses of the partners if the Tenderer is a partnership or, if the Tenderer is a company, a statement of the names and addresses of the directors and secretary of the company.

(d) if the Tenderer is a company, a statement of the names and addresses of the members of the company with a shareholding of 5% or more.

(e) if the Tenderer is a public limited company, a statement of the names and addresses of all the shareholders in the company with a holding of 5% or more.

(f) a brief summary of the Tenderers' trading history and present trading circumstances.

(g) if the Tenderer is an agent, a statement of the names and addresses of his principals, and, where one or more of such principals is a partnership or company, such statements as are required by sub-paragraphs (c), (d) and (e) and such explanation, accounts summary and information pursuant to sub-paragraphs (f) and (g) inclusive as may be appropriate.

(h) a draft operational plan showing how the terms of the draft Contract would be met in respect of:

Statement 1 - Work programming

Statement 2 - Vehicles and Machinery

Statement 3 - Staffing and Qualifications

Statement 4 - Training

Statement 5 - Health & Safety

Statement 6 - Communication and Customer Care

Statement 7 - Technical Operation and Maintenance, divided into Horticultural aspects and other aspects.

Statement 8 - Management and Quality Information

Statement 9 - Environmental Issues

Statement 10 - Expenditure

Statement 11 - Added Value

Sufficient detail must be provided to allow proper and adequate tender evaluation.

(i) The priced Bill of Quantities for Elvetham Heath estate

.

All documents requiring a signature must be signed:

(a) where the Tenderer is an individual, by that individual.

(b) where the Tenderer is a partnership, by two duly authorised partners.

(c) where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

and the status of the signatories within the organisation indicated.

The Form of Tender and accompanying documents must be fully completed. Any Tender containing gaps or omissions is likely to be rejected.

## INSPECTION OF TENDERERS’ PREMISES

Every person submitting a Tender shall permit Elvetham Heath Parish Council representatives, upon giving reasonable notice of their intention to do so, to inspect any Premises proposed by the Tenderer to be used for or in connection with the provision of the Services. The Tenderers shall also permit Elvetham Heath Parish Council representatives to inspect existing operational bases and/or a sample of current Contract sites and/or the Contractor's head office.

## GUARANTEES BY SUBSIDIARY COMPANIES

If the successful Contractor is a subsidiary company within the meaning of Section 736 of the Companies Act 1985, it will be required to provide to Elvetham Heath Parish Council within 14 days of receipt of Elvetham Heath Parish Council written acceptance of the Tender, a Guarantee by its holding company or companies (as defined by the Act) to secure the due performance by the successful operator or Contractor of its obligations to Elvetham Heath Parish Council. An Undertaking and Deed of Guarantee form are shown in 'Other Documents'. Elvetham Heath Parish Council reserves the right to reject or accept any Guarantee offered. No Guarantee will be rejected without good reason.

## WITHDRAWAL FROM OR FAILURE TO COMPLETE A TENDER/CONTRACT

Should a Contractor withdraw any Tender or fail to complete the Contract without sufficient reason approved by Elvetham Heath Parish Council, Elvetham Heath Parish Council will not, for a period of 2 Years, accept any Tender from such a Contractor unless Elvetham Heath Parish Council specifically by resolution within this period directs otherwise.

## TENDER EVALUATION

In evaluating the Tender, Elvetham Heath Parish Council shall be seeking to ensure best performance and value for money. In order to achieve this, tenders will be evaluated against a series of method statements that will form the Draft Operational Plan. Tenderers must demonstrate through their Plan how the work will be achieved within the available budget. PLEASE NOTE THAT THE TENDERED PRICE MUST FALL WITHIN THE BUDGET RANGE OF £75,000 - £88,000 PLUS VAT.

Elvetham Heath Parish Council will ALSO evaluate tenders on the following basis:

REFERENCES

SITE VISITS

TRACK RECORD/EXPERIENCE

QUALIFICATIONS/TRAINING

PRESENTATION/INTERVIEW

In essence, Tenderers must demonstrate that, not only are they technically competent and able to meet the specifications, but that they are able to add value to the Contract.

All scores rewarded and all decisions made will be open and transparent, fully recorded and made available to any contractor who wishes to discuss them.

# GUIDANCE NOTES FOR THE DRAFT OPERATIONAL PLAN

A draft OPERATIONAL PLAN, with numbered pages, is required from all Tenderers. The contents of this Plan shall play a key role in the tender evaluation process, therefore the Tenderers must provide sufficient detail to allow proper evaluation to be undertaken.

The draft Operational Plan is to include Statements using the headings given below.

Although Elvetham Heath Parish Council has outlined certain information that must be included, Tenderers are asked to provide as much additional information under each Statement as possible.

Unless otherwise stated, information for the first Year only is required.

(The successful Tenderer will be required to provide a full and complete Operational Plan, based on the draft provided, in accordance with the Conditions of Contract.)

## WORK PROGRAMMING (STATEMENT 1)

Elvetham Heath Parish Council wishes to know how the Tenderer will organise the work to achieve the Contract Standard.

Examples of innovative methods, etc., will all be welcomed.

## VEHICLES and MACHINERY (STATEMENT 2)

The Tenderers' proposals for the vehicles he will use, how they will be maintained, etc. Links with environmental issues are of particular interest.

Information on the Machinery and Equipment to be used should be listed with reasons why that particular machinery or equipment is of benefit.

The vehicle and equipment replacement plan for the full term of the contract is required.

## STAFFING and QUALIFICATIONS (STATEMENT 3)

The Tenderers' intended staffing arrangement for the Contract, including:

1. The support services e.g., Head Office etc.
2. The proposed qualifications, skills, and experience of key staff.
3. Provision for 2 full time grounds staff, 5 days a week..
4. The use of sub-contractors and casual staff (if any)
5. How staff holiday and sick leave will be covered.

## HEALTH AND SAFETY (STATEMENT 4)

The Tenderers’ proposals for implementing all of the relevant health and safety legislation, as well as their own health and safety policy.

Elvetham Heath Parish Council is interested in the Tenderer's views on ‘customer’ health and safety issues as well as those that protect the employee(s).

## COMMUNICATION and CUSTOMER CARE (STATEMENT 5)

The Tenderers' proposals for how communication will take place with the Parish Council and the residents, etc., and how all parties will be ‘treated’. Please include dealing with complaints and suggestions.

## TECHNICAL OPERATION AND MAINTENANCE (STATEMENT 6)

The Tenderers' proposals for all technical aspects covered by the Contract.

Any existing codes of practice and standard operating procedures should be provided. If items are adequately covered elsewhere in other Method Statements there is no need to repeat them, but please ensure that they are cross-referenced.

The Contractor's Method Statement for Technical Operation will be scrutinised for a detailed schedule and method of work that indicates at least the timing and frequency of visits and prioritisation of sites, and especially -

1. How additional checks will be made during the winter months when the level of maintenance work on the site reduces.
2. How one-off complaints will be handled.

This section should also include items like -

1. The Tenderers' proposals for the materials they are likely to use, how and where they will be obtained, etc.
2. The Tenderers' proposals for working on, or adjacent to, the highway.

## MANAGEMENT AND QUALITY INFORMATION (STATEMENT 7)

This is where the Parish Council will be looking for supporting information that demonstrates, and provides evidence of, how all aspects of the Contract Standard will be guaranteed; any quality assurance, use of IT, etc. including the use of a grounds maintenance application tool which must contain location visits, before and after photos, commencement and finish times every day. The device used to capture this information must have internet access.

## ENVIRONMENTAL ISSUES (STATEMENT 8)

Any information which the Tenderer wishes to provide to demonstrate their ability and commitment to ensuring that the environment is protected and harmed as little as possible during the course of the Contract.

Any chemicals that the Tenderer is proposing to use on the Contract should be listed here.

Any licenses the Tenderer has should be listed here. How will the green waste taken off site be disposed of?

## EXPENDITURE (STATEMENT 9)

The Tenderers' estimated expenditure should be analysed against the Bill of Quantities by area (see Excel spreadsheet).

Please ensure that the total equals your Tender Sum.

This information is necessary for tender evaluation purposes and information is requested for the full term of the Contract. If the figures are going to vary over the years, then please show how.

Note - allow zero inflation for the full term of the contract.

- exclude VAT for the figures quoted.

## ADDED VALUE (STATEMENT 10)

The Tenderer's views on how value can be added to the Contract.

Any innovative methods or suggestions for improving the delivery of the service should be included here. Elvetham Heath Parish Council will be comparing and consulting on an annual basis with users and other organisations to ensure that the needs of the residents are being met and that the service remains competitive.

# PROFESSIONAL REVIEW

The Parish Council will make an annual assessment of the standard of work that has been achieved by looking at the following areas:

* How staff levels/ hours of work have compared with those that were stated at the commencement of the contract
* How staff training has been dealt with compared with the original Training Method Statement
* How machinery and equipment levels are managed and how they compare with the statements made at the commencement of the contract.
* Completion of reporting on a regular basis.

# BILL OF QUANTITIES

The figures for the amount of grass and shrubs etc are provided in the Bill of Quantities, and the areas to be maintained are clearly marked on the maps.

Tenderers are required to complete and submit the Bill of Quantities spreadsheet.

This information will provide the basis for establishing costs for future negotiations on prices for other work that may arise.

Despite this need for detail for tender evaluation purposes, what Elvetham Heath Parish Council is really interested in is -

* how many staff, and how many hours will be dedicated to the contract.
* how well trained and qualified they are,
* how they will remain trained and qualified,
* how will consistency be demonstrated
* what machinery is to be used and when and how it is going to be replaced etc.
* how these resources will be optimally utilised

The Contractor will be required to prove that all of these factors are in place on a regular basis.

In other words, the real requirement is sustainable resources and commitment from the Tenderer, expressed through the Method Statements, to provide the right level of inputs and processes throughout the Contract to ensure that the specification is met, and a flexible approach is consistently taken towards the use of the approved resources.

# ‘OTHER DOCUMENTS

Elvetham Heath Parish Council

**CONTRACT FOR GROUNDS MAINTENANCE**

**FORM OF TENDER**

**To:** Elvetham Heath Parish Council

I/We the undersigned hereby offer to execute and complete all works to be carried out in accordance with the attached Specification, and in compliance with the attached Conditions of Agreement for a period of **three years plus a further rolling two years** for the **CONTRACT SUM** specified below, or such other sums as may be ascertained in accordance with the said Conditions of Agreement and the attached Tender documents.

**Grand Total for three years excluding VAT= £**

Unless and until a formal agreement is prepared and executed, the tender, together with your written acceptance thereof, shall constitute a binding Agreement between us.

We understand you are not bound to accept any tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

**Signature:**

**Full Name of Company:**

**Name (in full):**

**Designation:**

**Address:**

**Telephone No:**

**Fax No:**

**Date:**

**NOTE:**

**THIS FORM OF TENDER DULY COMPLETED AND SIGNED BY THE AUTHORISED PERSON TOGETHER WITH THE OTHER INFORMATION SPECIFIED MUST BE RETURNED TO ELVETHAM HEATH PARISH COUNCIL, NOT LATER THAN THE TIME AND DATE STATED IN THE INVITATION TO TENDER IN AN UNMARKED ENVELOPE/PARCEL.**

Elvetham Heath Parish Council

**GUARANTEE UNDERTAKING**

**TO:** Elvetham Heath Parish Council

We being the ultimate holding company of our subsidiary company, hereby irrevocably and unconditionally undertake that in the event of the form of tender submitted by:-

……………………………………………………………………………………………………

being accepted by you in accordance with the Conditions, we will forthwith upon request properly execute and deliver to you a Deed of Guarantee and Indemnity in the form attached hereto.

Date

Signed by

Name

on behalf of

Elvetham Heath Parish Council

**DEED OF GUARANTEE AND INDEMNITY**

THIS DEED is made the day of

BETWEEN:

(1) of

("The Guarantor"):

AND

(2) Elvetham Heath Parish Council

WHEREAS:

**(a)** Elvetham Heath Parish Council and ("the Contractor") have entered into a binding agreement on *( date )* (hereafter referred to as "the Agreement" whereby the Contractor will provide a GREENSPACE MANAGEMENT service in accordance with the Tender dated *( )* and in accordance with the documentation issued by Elvetham Heath Parish Council (including a written Specification and Conditions of Contract) on the

day of

**(b)** The Contractor is a subsidiary company of the Guarantor.

**(c)** Pursuant to an undertaking given by the Guarantor, the Guarantor has agreed to enter into a Deed of Guarantee and Indemnity on the following terms and conditions.

NOW THEREFORE:

**(1)** The Guarantor hereby unconditionally and irrevocably guarantees to Elvetham Heath Parish Council that if any sums are due and owing to Elvetham Heath Parish Council by the Contractor pursuant to the terms of the Agreement the Guarantor shall forthwith on first demand by Elvetham Heath Parish Council unconditionally pay to Elvetham Heath Parish Council in full the monies which are due to them and unpaid by the Contractor without any set-off, abatement, counterclaim or deduction whatsoever which would otherwise be available to the Contractor or the Guarantor, together with all costs and expenses which Elvetham Heath Parish Council may incur enforcing this guarantee including (but not limited to) court fees and solicitors costs.

**(2)** The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify Elvetham Heath Parish Council without Set-Off (as herein defined) against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by Elvetham Heath Parish Council by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Agreement and in particular such costs and expenses as may be incurred as a result of a third party providing all or any part of the Service (as defined in the Agreement) by reason of a failure by the Contractor to provide such Service in accordance with the terms of the Agreement.

**(3)** The Guarantor shall not be discharged from this Guarantee and Indemnity nor shall its liability under this Guarantee and Indemnity be affected or impaired by any agreement conduct or forbearance afforded to the Contractor by Elvetham Heath Parish Council. Elvetham Heath Parish Council shall not be obliged to require payment from the Contractor before enforcing the terms of this Guarantee and Indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities obligations and undertakings of the Contractor as provided in the Agreement.

**(4)** This Guarantee and Indemnity shall remain in full force and effect until all monies and liabilities now or hereafter due and owing or incurred by the Contractor to Elvetham Heath Parish Council have been satisfied in full and this Guarantee and Indemnity is in addition to and not in substitution for any other Guarantee, Undertaking, Indemnity, Security or any other obligation given to Elvetham Heath Parish Council in respect of sums due or liabilities arising pursuant to the terms of the Agreement.

**(5)** If any monies shall become payable under or in respect of this Guarantee and Indemnity the Guarantor shall not so long as any monies due and owing by the Contractor to Elvetham Heath Parish Council under the terms of the Agreement remain unpaid: -

i) in respect of the amounts paid by the Guarantor under the Guarantee and Indemnity seek to enforce repayment by subrogation or otherwise.

ii) in the event of the insolvency winding up liquidation or dissolution of the Contractor prove in competition with Elvetham Heath Parish Council in respect of any monies owing to the Guarantor by the Contractor on any account whatsoever and will give to Elvetham Heath Parish Council the benefit of any such monies so received.

**(6)** All demands made by Elvetham Heath Parish Council under this Guarantee and Indemnity shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to Elvetham Heath Parish Council. Such demand shall be deemed to have been made and received by the Guarantor:

i) if sent by mail on the date of posting.

**(7)** No failure to exercise and no delay in exercising on the part of Elvetham Heath Parish Council, any right, power or privilege under the Agreement or this Guarantee and Indemnity shall operate as a waiver or discharge thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.

**(8)** The Guarantor hereby warrants and represents to Elvetham Heath Parish Council that it has full power to enter into and perform its obligations under this Guarantee and Indemnity.

**(9)** This Guarantee and Indemnity shall be binding upon the Guarantor's successors in title.

**(10)** This Guarantee and Indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor the Contractor or Elvetham Heath Parish Council, any assignment of the benefit of the Agreement, any novation of the Agreement, any variation of the Agreement, or the termination of the Agreement.

**(11)** This Guarantee and Indemnity shall be governed by and construed in accordance with English law and the English law courts shall have exclusive jurisdiction.

IN WITNESS whereof the parties have hereunto set their seals on the date set out above.

Executed as a DEED by **Elvetham Heath Parish Council**

Acting by two councillors authorised on behalf of the Council and signed

in the presence of a proper officer

………………………………..

Authorised Signatory 1

………………………………..

Print Name

Witness Signature: ……………………………

Witness Name: ……………………………

Witness Address: ……………………………

………………………….

………………………………..

Authorised Signatory 2

………………………………..

Print Name

Witness Signature: ……………………………

Witness Name: ……………………………

Witness Address: ……………………………

………………………….

**INSURANCE CERTIFICATES**

Elvetham Heath Parish Council

**FORM OF INSURANCE CERTIFICATE NO 1**

**CERTIFICATE RELATING TO INSURANCE OF THIRD PARTY RISK**

**To:** Elvetham Heath Parish Council

**Contractor:**

**Contract:**

**Policy No:**

**Period of Contract:**

**THIS IS TO CERTIFY** that the above numbered Policy, subject to any special limitations or exclusions specified below, holds the Contractor and Elvetham Heath Parish Council covered in respect of risks referred to in the Conditionsof Agreement, a copy of which are annexed hereto.

**THE INSURANCE** policy referred to above in respect of the Contract is for an amount of £10,000,000 for any one incident with the number of claims in any one year unlimited and is in force from

until

We have noted your interest in the policy in respect of the aforesaid risks and we undertake to inform you immediately if any instruction is given to discontinue the insurance before its expiry date.

The Contractor shall note that irrespective of the completion of this certificate, the insurance policies and premium receipts shall still be produced to the Authorised Officer on demand.

Special exclusions or limitations (if any):

Insurers:

Address:

Insurer's Signature: \*

\* The signature shall be that of the General Manager or Secretary of the Company effecting the insurance; the signature of an insurance broker is not acceptable.

Elvetham Heath Parish Council

**FORM OF INSURANCE CERTIFICATE NO 2**

**CERTIFICATE RELATING TO INSURANCE OF CONTRACTOR'S EMPLOYEES**

**To:** Elvetham Heath Parish Council

**Contractor:**

**Contract:**

**Policy No:**

**Period of Contract:**

**THIS IS TO CERTIFY** that the above numbered Policy, subject to any special limitations or exclusions specified below, holds the Contractor and Elvetham Heath Parish Council covered in respect of risks referred to in the Conditionsof Agreement, a copy of which are annexed hereto.

**THE INSURANCE** policy referred to above in respect of the Contract is in force from

.

until .

We have noted your interest in the policy in respect of the aforesaid risks and we undertake to inform you immediately if the insurance is discontinued before its expiry date.

The Contractor shall note that irrespective of the completion of this certificate, the insurance policies and premium receipts shall be produced to the Authorised Officer on demand.

Special exclusions or limitations (if any):

Insurers:

Address:

Insurer's Signature: \*

\* The signature shall be that of the General Manager or Secretary of the Company effecting the insurance; the signature of an insurance broker is not acceptable.

Elvetham Heath Parish Council

CERTIFICATE

In recognition of the principle that the essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering WE CERTIFY THAT: -

1. The tender submitted herewith is a bona fide tender intended to be competitive.

2. We have not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.

3. We have not done and we undertake that we will not do at any time before the time specified for the return of the tenders any of the following acts: -

i) communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain insurance premium quotations required for the preparation of the tender):

­­­­ii) entering into any agreement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; and

iii) offering or paying or giving or agreeing to 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 any act or thing of the sort described above.

In this certificate

1. "Person" includes any person and any body or association corporate or unincorporated.

2. "Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

DATED this day of

SIGNED (as tenderer)

duly authorised to sign

for and on behalf of