

## **Appendix 2**

### **Anti-Collusion Certificate**

1. We certify that this certificate is made in good faith, and that 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.
2. We also certify that we have not, and we undertake that we will not, before the award of any contract for the work:
  - (i) (a) communicate to any person (outside this agreement), other than The Secretary of State or a person duly authorised on his behalf, the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;  
  
(b) enter into any agreement or arrangement with any person (outside this agreement) that they shall refrain from tendering; that they shall withdraw any tender once offered; or vary the amount of any tender to be submitted.
  - (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this agreement) 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 thing of the described in (i)(a) or (b) above.
3. We further certify that the principles described in "(i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
4. In this certificate, the words:
  - (i) 'person' includes any persons and any body or association, corporate or unincorporated;
  - (ii) 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not;
  - (iii) 'the work' means the work in relation to which this tender is made.

Signature: .....

Dated: .....

Duly authorised to sign tenders and acknowledges the contents of the  
Anti- Collusion Certificate for and behalf of:

### **Appendix 3**

#### **CERTIFICATE OF BONA FIDE TENDER**

**TENDER FOR: - Fleet Town Council Insurance – 3 year long term agreement**

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that 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. We also certify that we have not done and we undertake that we will not do 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 the disclosure, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.

(b) Entering 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.

(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.

In this certificate, the word "person" includes any persons, 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 (as in Form of Tender) ..... Date .....

For and on behalf of .....