





**Tender Specification**

**For the**

**Design and Build**

**Calthorpe Park Play Area**

Schedule 1

## Tender Deadline midday 25th April 2019

1.0 **Preliminaries**

1.1 **Employer**

Fleet Town Council

Fleet

Hampshire

GU514BY

1.2 **Supervising Officer**

Town Clerk

Fleet Town Council

Fleet

Hampshire

GU514BY

Tel: (01252625246)

1.3 **Tenders**

The Council does not bind itself to accept the lowest price or any tender. The company shall not have any claim for expenses incurred in the preparation of a quote.

Six copies of the tender and accompanying drawings as specified in (3)are to be delivered no later than **Midday 25th April** 2019 and electronically by USB stick.

1.4 **Description of Work**

This tender is for the Design and Build of a new Play Area at Calthorpe Park, Off Merivale Road, Fleet, Hampshire GU51 4EW.

1.5 The maximum budget for the complete scheme is a £210,000 but quotations may be submitted under that sum.

There will be a bidders morning at the Feet Town Council Offices on Monday 11th March at 11am. Please contact [PracticalProcurement@outlook.com](mailto:PracticalProcurement@outlook.com) to confirm attendance. Attendance to the bidders day is NOT mandatory.

1.6 **The Tender will include:**

1. Design and Build of play areas according to the design brief
2. Supply and installation of safety surfacing

3. Supply of appropriate drawings to show proposed layout

4. Supply and installation of all equipment and site furniture

5. Design and Installation of Footpaths and Bridges

6. Design and installation of suitable and effective drainage

7. Hard and soft landscaping works as indicated in the design

8. Adherence to the design brief

1.7 **Site Description and Location**

Calthorpe Park is an area of 34.468 acres (13.909 hectares) situated about a quarter of a mile west of the Oatsheaf crossroads at the centre of Fleet, Hampshire see Drawing 1). It is surrounded by residential areas, with Tavistock Road to the north, Lea Wood Road and Stanton Drive to the south, Merivale to the west and Reading Road North to the east

N.B – The lower field area of the park becomes extremely sodden during wetter seasons.

Grid reference: The Park lies between grid references SU 8001153707 and SU 8005753578.

1.8 **Drawings**

Drawing 1 shows a proposed layout of the designated play area and contract area.

1.9 **Inspection of Site**

Tenderers are advised to visit the locations in order to familiarise themselves with the existing layout and environment. Plans of the area are included within the documentation.

1.10 **General**

The Council is not bound to accept any tender in its entirety and shall accept whole or part of the submitted tender as required.

Suppliers tender at their own cost and their tender shall remain open for acceptance for a period of 90 days after the due date for submission.

The Supplier should note that after the submission of his/her tender he/she may be required to attend an interview at the Council’s office to explain his/her tender proposals including the methods of construction, the construction program and proposed management of the project.

All materials will be of the best of their respective kinds and shall conform to appropriate British and or European Standards.

The Supplier will provide a fixed price Tender.

1.11 **Working Hours**

No work shall be permitted on a Saturday, Sunday or Bank Holiday without prior consent from the Supervising Officer.

Weekday work will commence no earlier than 8.00am and will not continue beyond 6.00pm.

1.12 **Traffic and Parking**

No Vehicle movements during School drop off and Pick-up times. Suppliers will not park vehicles on Merivale Road. No deliveries at school drop off and pick up times

1.13 **Labour, Materials, Plant etc.**

The Supplier will provide all labour, materials, fuel, water, carriage, plant, tools and machinery of all descriptions in order to execute the works.

1 .14 **Retention of delivery notes/orders etc.**

The Supplier must keep copies of all delivery notes/orders concerning materials/machinery etc. used in this contract until final completion is reached. These must be made available to the Supervising Officer if requested.

1.15 **Disposal and Transportation of Waste**

The Supplier must ensure that all waste materials (except spoils) produced while these works are being carried out are transported from site using waste carriers with a current Waste Carriers License appropriate for the type of waste being transported. A copy of the Waste Carriers License for all carriers being used during the course of these works must be provided to the Supervising Officer prior to the carriers being employed. Wherever possible, waste materials will be taken to appropriate waste recycling centres. Where waste cannot be recycled, it shall be taken to an approved tip. The Supervising Officer will require evidence of which tipping sites are being used, and where required by the Supervising Officer, appropriate copies of Waste Site Licenses for the tipping site must be provided. No off-site disposal of spoils.

1.16 **Contract Area**

The indicative area to which the Supplier will be confined for the execution of his/her works is shown on the attached drawing (No.1). The Supplier will confine any temporary storage areas and everything pertaining to the contract within the area shown.

1 .17 **Access to Site**

The Supplier will gain access to the site via the entrance gate off Merivale Road. All access routes will be reinstated to their original condition at or before Practical Completion is achieved. All access routes will be kept in a safe condition during use.

1.18 **Trespass**

The Supplier shall prevent trespass onto other areas by his/her own employees or those employed by a sub-Contractor.

1.19 **Protection of Existing Vegetation**

The Supplier must not prune, cut, remove or damage in any way trees or shrubs on the site without prior consent from the Supervising Officer. Any plans to prune, cut or remove any trees or shrubs will be included in the Suppliers tender costs. The Supplier must provide any protection that he/she deems necessary to prevent the aforementioned damage.

1.20 **Safety, Health and Welfare**

1. The successful company shall at all times comply with the requirements for the Health and Safety at Work Act 1974 and all associated Acts, Regulations and Approved Codes of Practice, including the Construction (Design and Management) Regulations 1994. The successful Supplier must supply to the Council his own specific policy statement prior to the commencement of the Contract as part of the Method Statement.
2. It is considered by the Council that the size and scope of the contract does fall within the guidelines of the CDM regulations, which determine the appointment of the Principal Contractor and Planning Supervisor.

1.21 **Control of Substances Hazardous to Health Regulations 1998**

Assessments carried out by the Supplier of all work which is liable to expose his/her employees and any other person in the vicinity of the site to hazardous solids, liquids, dust, fumes, vapours, gases, etc. shall be made available to the Supervising Officer ten working days prior to the commencement of works.

1.22 **Risk Assessments**

The Supplier will ensure that Risk Assessments are carried out for all activities undertaken during the course of the works, and for the use, storage and disposal of any hazardous materials highlighted in the CoSHH Assessments.

1.23 **Risk of Works**

The Supplier will be held responsible for any damage whatsoever caused by the carriage of materials or spoil to and from the works and is to hold the employer indemnified from any claims in this connection.

1.24 **Damage to Buildings/Roads etc.**

The Supplier will be held responsible for and must make good any damage caused to existing buildings, roads, paths, grassed areas, car parks, fences, drains, sewers, service mains, landscaping etc. The Supplier must take all necessary steps to prevent roads becoming fouled with soil etc. from vehicles entering and leaving the site and allow for cleaning if the roads/paths do become soiled, on immediate exit of the said vehicles.

1.25 **Existing Services Across Site**

It shall be the responsibility of the Supplier to make enquiries of the utility companies in respect of any location where, in the opinion of the Supplier, underground services are likely to be present. The Supplier shall similarly be responsible to make specific arrangements with the utility companies if he/she deems it necessary for a representative to accurately locate services on site. If any underground cable or pipe is located during ground works, that particular item of work is to be stopped immediately and the Supervising Officer advised as soon as possible. If any damage has occurred to the services, the appropriate utility company will be informed immediately by the Supplier, who will then follow instructions as given by the utility company. If damage has not occurred, the exposed apparatus shall be recovered until further instructions are received from the Supervising Officer. Exposed services, whether damaged or not, shall at no time be left unattended without first erecting such protection as will ensure the safety of both the apparatus, operatives and general public.

1 .26 **Protection of Site**

The Supplier must ensure that all reasonable efforts are made to close off the site during the course of the works. The Supplier will provide, install and maintain adequate fencing to surround the site. At no time will the public have access to construction areas, storage areas, site vehicles, delivery areas etc. Warning signs will be supplied and maintained by the Supplier. These will be fixed to the Heras fencing at all access points. The Supplier must take all reasonable action to ensure that all newly installed play equipment is not used until practical completion is confirmed. Any machinery left on site overnight must, where possible, be immobilised. The Supplier will be held responsible for:

1. Any damage/ vandalism caused to machinery/materials left on site by the Supplier

2. Any damage caused by machinery/materials left on site by the Supplier

The Supplier will liaise with the local police to update them on progress and deal with any issues with regard to the security of the site and anti-social behaviour during the construction process.

1 .27 **Inclement Weather**

The Supplier will allow for protecting the works against inclement weather and shall include for taking all reasonable precautions to ensure the regular progress of works during adverse weather conditions.

1 .28 **Temporary Storage**

The Supplier may provide a temporary secure storage container on site. However, this must be within the allowed contract area or agreed location with the Supervising Officer, and any ground damage must be fully reinstated immediately after removal. Any container must be removed from site prior to all works being complete and there are no outstanding defects.

1.29 **Equipment and Design**

All maintenance instructions, guarantees and tools provided by manufacturers of equipment or furniture will be handed over to the Supervising Officer prior to Practical Completion.

1.30 **Traffic Regulations**

The Supplier will comply with all Police and Local Authority traffic regulations relating to works in the vicinity of the works, particularly in regard to loading/unloading vehicles. However, it will be expected that all works and deliveries will be made into the contract area.

1.31 **Burning Materials on Site**

No materials will be burned on site.

1.32 **Turf Establishment**

The Supplier will be responsible for establishment of all seeded/turfed areas for a period of 2 months after practical completion.

1.33 **Use of Pesticides**

The Supplier will not use any pesticides during the course of these works without the prior written permission of the Supervising Officer.

1.34 **Anti-Collusion Certificate**

The Supplier will read and agree to comply with the statement made in the Anti-Collusion certificate shown in Appendix 1. The Supplier will sign, date and address this certificate as part of the tender.

1.35 **Time scales**

The Supplier will ensure enough resources are available to complete all works within the proposed time agreed.

1.36 **Retention**

The Supplier should note that a retention sum of 10% will be held for 12 months to ensure that the specification is fully adhered to and all 'snagging works' completed.

1.37 **Confidentiality**

Each of the Parties undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it has obtained or received as a result of the discussions leading up to, or the entering into, or performance of, this Agreement ("the Confidential Information'')

Each of the parties undertakes to the other not to use the Confidential Information of the other party except for the purposes of this Agreement and shall not (without the prior written consent of the other party) disclose the same to any person save to the extent necessary for the performance of this Agreement and except to the extent that such information:

(i) is required to be disclosed by the law of any relevant jurisdiction.

(ii) is trivial or obvious.

(iii) is already in the public domain at the time of disclosure*.*

(iv) is in the disclosing party's possession otherwise than as a result of a breach of this clause.

(v) was disclosed after the express prior written approval of the party to whom such information belongs; or,

(vi) is required to be disclosed by the Council for the purposes of best value or performance assessment and in any event subject to the disclosing party having notified the other party to this Agreement in writing prior to making such disclosure.

The Supplier shall assist the Council at no additional charge in meeting any reasonable requests for information in relation to the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice. The Supplier acknowledges that in responding to requests for information the Council shall be entitled to forward details of the information received to the persons or persons making the request.

Notwithstanding anything contained elsewhere in this Agreement, the provisions of this clause shall survive the termination or expiry of this Agreement.

1.38 **Corrupt Gifts**

The Council may cancel this Agreement and recover from the

Supplier any loss resulting from such cancellation where:

(i) the Supplier has offered or given any gift or other consideration to any person as an inducement to take (or fail to take) any action in relation to obtaining or executing this, or any other, contract with the Council.

(ii) the Supplier has shown (or failed to show) any favour or disfavour to any person in relation to this Contract.

(iii) the Supplier or any employee of the Supplier commits any offence under the Bribery Act 2010, or any subsequent amendments to this Act; or,

(iv) the Supplier or any employee of the Supplier shall have given any fee or reward which is an offence under Section 117 (2) of the Local Government Act 1972.

2.0 **Specification of Works.**

2.1 The Supplier will tender for the design, supply and installation of all equipment within the play areas.

2.2 The play areas are to be challenging and engaging and each to have at least two pieces of accessible play equipment.

2.3 The play areas will be located within the indicative areas shown on Drawing

2.4 The Supplier will undertake all necessary ground works and drainage for all areas.

2.5 After consultation with local users and the community, the following priority list has been created. This will form the basis of the specification and the Supplier will attempt to meet this as a minimum and enhance where possible.

2.6 The designs shall include –

**(Tiny Zone) Toddler, under 8s and Accessible Play**

To be sited on the Merivale lower end of the park.

* Toddler swings (min 4 bays) (e.g. single swing, Parent & Toddler Facing)
* Swings
* Accessible Roundabout
* Slides, Min 2
* Play structure – Accessible (e.g. towers with Ramps)
* Tunnels (e.g. with twists, bubble views etc.)
* Ground Trampoline
* Fencing
* Interactive Play
* Surfacing
* Adult seating (an area for adults to socialize and monitor both Tiny & Kids zone)

This area needs to be interesting and colourful and suitable for this age group and must include two pieces of accessible / disabled play equipment.

**Woodland Adventure Zone**

To be sited in the woodland between the upper and lower area.

* A means to move through the woodland from one play area to another (Min 2 pieces) e.g.
* Embankment slides
* Cable Ride
* Rickety Bridges / High Rope Walk
* Clamber nets
* Safety Surfacing

**(Kids Zone) Over 8’s Play Area**

To be sited on the upper area of Calthorpe Park and should blend in with the vista of the park.

Pieces of equipment/activities:

* Large structure e.g. a fort or castle – (Can include all equipment in one e.g. Slides, cable ride, trim trail, monkey bars etc.)

Or

* Play structure
* Exciting piece of equipment
* Slides
* Maze
* Swings
* Climbing Frame
* Hanging tyres
* Safety Surfacing

&

* Adult seating (an area for adults to socialize and monitor both Tiny & Kids zone)

**Teen Zone**

To be sited on the upper area of Calthorpe Park and should blend in with the vista of the park. The area should have access to a path but not to be intrusive.

* Equipment more suited to older teenagers
* Youth shelter with e.g. Encounter Bench, Hammocks etc.
* Sport related equipment e.g. football, basketball, netball.
* Skill equipment e.g. Board Rider.
* Birds nest swing
* Hard standing

**Footpaths**

Accessible footpaths required (including Bridge/s). All must be DDA Compliant.

* Link all Zones together so all are accessible.
* Link the Tiny Zone to the Kids Zone.
* Link the Disable Parking Bays to the Tiny Zone & to the upper level / Teen Zone.
* Link the cycle path to Teen zone and accessible to lower level.
* Link Woodland Zone to all upper and lower areas.
* Pathways must not be part of the play zones but navigate around all of them.

Construction detail:

Min 1.8m Width

Paths to be of soft mulch / recycled rubber chippings or equivalent.

No dig beneath tree canopies, using built up construction method with cell web / geogrid on top of geotextile membrane, infilled with type 4 material prior to laying surface.

**Additional**

There should be included in the design:

* Bins (mixed standard & novelty shaped)
* Picnic benches, Min 4
* Benches, Min 4
* All Spoils to be re-used (create mounds and interesting features. Spoils will also be used to create a barrier around the disabled parking area. All spoils which are re-used to create mounds will be grass seeded by the Supplier). No spoils to be taken off site.
* Access into the lower level to be maintained for grounds maintenance.

2.6 European standard BS:EN1176 &1177 shall be adhered to during the design process and the scheme and equipment shall pass the appropriate independent safety inspection upon completion. Any non-conformity to the standards must be highlighted to the Supervising Officer for consideration and approval.

2.7 The independent post installation inspection with ROSPA will be arranged by the Supplier and the cost will be borne by them.

2.8 The design and equipment will be ‘in keeping’ with the location and will make use of the existing landscaping where possible.

2.9 The Supplier will provide a Project Manager as a single point of contact for the project.

2.10 Safety surfacing such as, Wet Pour / Soft Mulch / Tiger Mulch or equivalent to be used.

2.11 Safer surfacing to be supplied and installed in compliance with BSEN1177. Any areas of up to 1m fall height which are located within the falling space must be included within the surfaced area and NOT left as soil/turf. Critical fall heights and surface thickness required for safety must be adhered to.

2.12 The need for quick and easy access to spare parts is of prime importance in order to maintain the equipment in an ongoing safe condition. Companies must submit relevant information with regards to availability of spares and likely timescales to despatch parts.

2.13 Specially designed tamper proof fixings are to be used throughout construction of equipment or associated features. Attention is drawn to the General Safety Requirements section of BSEN1176 and in particular the sub-section on finishing.

3.0 **Submission of Tender**

3.1 The Supplier will send with his completed tender a scaled plan drawing of the proposals showing location of equipment, fencing and site furniture. The plan will also show safety surface zones, free fall heights and falling space areas. Six copies required.

3.2 The Supplier will include copies of test certificates to show conformity to standards where appropriate, for equipment and safety surfacing.

3.3 The Supplier will include a breakdown of items and costs included within the scheme, including preliminaries and per item supply and installation costs. Total should equal the tender value.

3.4 The above items will be returned in as part of the tender. In addition:

-two scaled A3 size 3D drawings and two scaled A2 size.

-two scaled A3 size plan drawings and two scaled A2 size.

4 **METHOD STATEMENTS AND PROJECT PLAN**

* Companies shall submit as part of the quotation a Preliminary Method Statement. The following information should be submitted in support of the method statement, which must fully explain how the site will be designed, prepared, built and maintained to meet the demands of the local community and to comply with all current thinking and legislation.
* The statement must be provided in the following order to ease contract evaluation:

1. **Staffing Details** - Include the qualifications and experience of staff, labour and management, including any Sub-Contractors.
2. **Vehicle and Machinery Details** - Including maintenance, overnight storage etc.
3. **Programme and Methods of Work** - Including materials to be used, timetable of works and plans of site. etc.
4. **Health and Safety** - Including how the CDM Regulations will be dealt with and Risk Assessments carried out.
5. **Maintenance Plan for first Two Years** - A brief cost breakdown following completion and detail warranties for equipment and surfacing..
6. **Management Information** - Quality Compliance Issues, including how the DDA will be met.
7. **Environmental and Community Issues** - Sustainability of materials etc.
8. **Expenditure Profile** - For the project showing, as a minimum, staff, materials and equipment costs.
9. **Detailed Drawings** - Detailed scaled plans showing visualised finished project at no bigger than A1 in size, provided in PDF format no bigger than 3MB. This is in addition to the drawings required in 3.4

5 **EVALUATION OF THE BIDS**

**Evaluation Headlines**

* This contract will be evaluated on the basis of the most economically advantageous offer to the Council. The factors considered in this assessment are:

1. Value for money in terms of equipment & play value.
2. Quality of equipment (robustness of construction).
3. Adherence to design brief.
4. Maintenance costs and ease of obtaining replacement parts for equipment.
5. Period for completion (timescales).

* Particular account will be taken of the innovative use of space available, compliance with provision guidelines, the look and aesthetic appeal (how design fits within its environment) and ‘wow’ factor. In addition the Council will look to criteria such as:

• Extent of safer surfacing areas, for example a complete surfaced area as opposed to minimum zones with grass in between.

• Surfaces (safer surface and general / path surfaces) visual and maintenance factors.

• Provision of ancillary features such as linking or access footpaths.

• Provision of social areas, space for parents.

* The evaluation process may include giving a presentation to the Council together with other interested parties.
* Tenderers are encouraged to provide as much detail as possible to enable the Council to undertake a thorough price and quality evaluation. The emphasis of the evaluation is based on quality of the submissions, as the maximum budget available is £210,000, but quotations maybe submitted under that sum.
* A large part of the play experience/value, is not just from providing particular play activities, but offering them in a well-designed and appropriate style, fitting to the characteristics of the specific site. Aspects such as shape, colour, contrast, materials, flow, age appropriateness and style are key aspects. This is appropriate to the equipment, layout, surfacing and the general shape/look of the play areas, within the environment it sits. There is no preconceived idea of how the play areas should look but it is our intention to have the best play areas possible and we leave it up to the experience of the play areas companies to provide their best proposal. Please provide a short brief explaining your design so that we can fully understand the thinking behind your design and how this best meets our design criteria.
* If deemed necessary companies may be required to present to a combination of Councillors, Council Officers and members of the Community Group during a presentation day where more detailed consideration for short listed designs would be the mechanism used to select the final design.

**Design drawings to be supplied in electronic format (PDF format Max 3MB) and no bigger than A1 in size. Both plan form and 3D drawings to be provided.**

6 **Award Criteria**

* Any tender that is accepted will be awarded to the most economically advantageous tender in accordance with the following award criteria in descending order of importance.
* **Quality -** of submission in meeting the needs of the Specification 70%
* **Conditions** - Satisfactory experience/track record and references

from other local authorities. Delivery of similar scale projects.

Time scale for completion & costs. 20%

* **Price** 10%

6.1 Evaluation of the **Quality** of submission in meeting the needs

of the specification will be broken down as follows:

* **Technical**/expert evaluation (desktop evaluation) 10%
* **Additional Items** ( paths / access/ design) 5%
* **Subjective**, as detailed in evaluation model

( design, adherence to brief, key feature pieces, surfaces, range of equipment, inclusive/ accessible play, movement, ancillary items) 55%

7 **Award Process**

* The Council expects to decide the award of the Contract within 90 days of the closing date for submission of tenders. Bids shall remain open for acceptance for a minimum of 90 days.
* The Council may, if necessary, extend the 90-day period for completing

the award process.

* Tenderers will be notified simultaneously and as soon as possible of any decision made by the Council during the tender process, including award. When the Council has evaluated the tenders, it will notify all tenderers about the intended award.
* Acceptance of the tender by the Council shall be in writing and shall be communicated to the Tenderer. Upon such acceptance the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Supplier shall upon request of the Council execute a formal contract in the form contained in the Contract Documents.

**Tenders need to be received by 12 Noon 25th April 2019**

Tenderers shall ensure that their tender arrives on time. No tender will be accepted if it is received after the stated arrival time under any circumstances.

**Drawing 1. Site Layout (Indicative)**



Disabled Bay (not included in tender)

Kids Zone

Tiny Zone

Teen Zone

Woodland Adventure Zone

Construction Boundary

Pricing - Schedule 2

**FLEET TOWN COUNCIL** **TENDER**

**For the Supply and Installation of Play Equipment and Associated Facilities at**

**Calthorpe Park.**

To: Fleet Town Council

1/We having read the Conditions of Contract and Specification delivered to me/us and having examined the site, do hereby offer to execute and complete the whole of the works described for the sum of:

1. Cost to design and build all play areas, to include but not limited to;

Supply & installation of all equipment and to make good the area on completion

£\_\_\_\_\_\_\_\_\_\_\_\_ex. Vat

1. Cost to provide & install safety flooring. All soft mulch / wet pour (or equivalent)

£\_\_\_\_\_\_\_\_\_\_\_\_ex. Vat

1. Supply and installation of all site furniture.

£\_\_\_\_\_\_\_\_\_\_\_\_ex. Vat

1. Design, Supply and Install Footpaths & Bridges;

£\_\_\_\_\_\_\_\_\_\_\_\_ex. Va

1. Design, supply and installation of suitable and effective drainage;

£\_\_\_\_\_\_\_\_\_\_\_\_ex. Vat

1. Carry out all hard and soft landscaping works as indicated in the design Contract Area.

£\_\_\_\_\_\_\_\_\_\_\_\_ex. Vat

Total Cost;

All Items 1 - 6 £\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ex. Vat

I/We hereby undertake to commence and complete the works within the time period specified if my/our tender is accepted.

I/We agree that should obvious errors in pricing or arithmetic be discovered before acceptance of this offer in the priced Specification submitted by me/us these errors are to be corrected in accordance with Alternative 1 contained in Section 6.3 of the Code of Procedure for Selective Tendering 1989.

1/We understand that I am/we are tendering at my/our own expense and that neither the lowest or any tender will necessarily be accepted and that Fleet Town Council reserves the right to call for fresh tenders should they consider this desirable.

Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.

1/We agree that this Tender shall remain open for consideration for 90 days from the date of receipt of tenders.

Signed .................................... this day of .....................................2019

Name ....................................in the capacity of .................................

For and on behalf of .............................................................................. Address .............................................................................................

**CERTIFICATE OF BONA FIDE TENDER**

**TENDER FOR: - Supply and Install Play Equipment and Associated**

**Facilities at Calthorpe Park.**

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, any body 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 .........................................................................

**Appendix 1 - 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 anybody 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:

Address