

**Invitation to Tender for**  
**South Kelsey and Moortown Parish Council**  
**South Kelsey Park Play Area Regeneration**

**Site location:**

**Waddingham Road, South Kelsey, Market Rasen. LN7 6PN**

**REQUIREMENTS AND AIMS**

The scope of the project is to provide a safe and well-maintained park for use by the residents of South Kelsey and Moortown and neighbouring villages. Our rural themed park will promote healthy living and offer the public a safe area to have fun and socialise, whilst benefitting from exercise in an attractive outdoor environment. Ultimately it is envisaged that this project will engender an increased sense of community within a parish which does not benefit from a community hub of any kind.

This project builds on the initial phase within which play equipment for under-12s was installed. The project focuses on the installation of: toddler equipment, suitable for children aged 2-5 years; age-appropriate teen equipment which promotes socialisation and exercise in a safe and comfortable environment; a dedicated area with outdoor gym equipment to encourage adult exercise and recreation; and the installation of two sets of goal posts with nets to enable sports teams and individuals to practise and play football. This will require the installation of new and accessible equipment, including appropriate surfacing where required. A continued focus on inclusivity and sustainability are key objectives.

The toddler equipment is to complete the under-twelves play area recently installed, and must fit within the footprint of the fenced play area of the park. This can be a multi-play system or a combination of smaller playground units. Play equipment must conform to BS EN 1176 and BS EN 1177 or other relevant standard.

The teen area is intended to be used by 11–17-year-olds and should be inclusive and accessible for all abilities. Equipment should be eco-friendly, fit with the natural environment and of a material which is high-quality, sustainable and low maintenance, and must conform to BS EN 1176 and BS EN 1177 or other relevant standard.

Adult outdoor gym equipment should be suitable for adults and teenagers and again, should be inclusive and cater for all fitness levels. It should provide a pleasant environment to support adult and youth exercise and recreation. Equipment must conform to BS EN 16630 or other relevant standard.

The goalposts should be permanent fixtures, 24ft x 8ft (7.32 x 2.44m), with steel anti-vandal sports netting. The goal posts must meet BS EN 16579, and BS EN 748, or other relevant standard, if they are over 42kg in total weight.

All equipment supplied and installed must conform to the relevant British and European standards for play and outdoor gym equipment. Equipment should comply with the Disability Discrimination Act 1995 and Equality Act 2010, ie all-inclusive play and accessibility. All manufactured equipment should meet TUV Standard PPP55012:2010 (or equivalent). Companies should be registered with the API (Association of Play Industries) to tender for this contract. Please supply copies of current certificate for accreditations for the above membership plus details of any other relevant accreditations.

Experienced installers are invited to tender for the contract.

The project budget is up to £45,000 + VAT. All prices are to be net, excluding VAT.

A timescale for commencing this project will be agreed between South Kelsey and Moortown Parish Council and the chosen Contractor, although we have indicated to our grant provider that work will be undertaken in June 2025, so the ability to deliver expediently will form part of the evaluation and award criteria.

## 1. TENDER PROCESS

Tenderers are required to comply with Parish Council tendering procedures and non-compliant responses may be excluded.

1.1 Tenders must be addressed to the Responsible Financial Officer in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until noon 14 April 2025, being the prescribed dates for opening tenders for the contract.

Alternatively, tenders can be sent by email as a secured email attachment on the prescribed date for opening tenders, 14 April 2025 to: [clerk@southkelseyandmoortown-pc.gov.uk](mailto:clerk@southkelseyandmoortown-pc.gov.uk). Tenders sent electronically will be held in a secure file until opened.

### Important note

In order to ensure the selection process is fair and transparent, except where instructed otherwise, all tenders must be fully ANONYMISED with no logos, titles, watermarks, or mention of company identity in any documents within the tender. This ensures all submissions are treated equally and without prejudice. **The Parish Council reserves the right to exclude any tenders which are not anonymised.**

The following should be submitted, ANONYMISED, as part of the tender:

- Quotation Breakdown
- Concept drawing/equipment specifications

The following should be submitted separately, attached to the covering letter/email:

- Completed and signed Appendices 1-4
- Copy of your Certificate of Public Liability Insurance
- Copy of your Company's Health and Safety Policy
- Copy of your Company's Association of Play Industries Certification

1.2 The Parish Council reserves the right to choose the supplier for each element separately; however, we have a preference to contract with a single 'prime contractor' or the minimum number of suppliers as is possible (subject to value for money being optimised). No payment will be made in respect of any expenses incurred by the tenderers in submitting a tender. The Parish Council reserves the right not to purchase one or more of the elements listed.

1.3 Tenderers should liaise with the Parish Clerk ([clerk@southkelseyandmoortown-pc.gov.uk](mailto:clerk@southkelseyandmoortown-pc.gov.uk)) during the tender period regarding any queries or concerns on the content of this specification.

1.4 Any questions about the project are to be sent to the Clerk by 25 March. Any responses after this will not be responded to. All questions asked will be shared to all interested parties via blind copy email on 1 April.

## **2. SITE INFORMATION**

2.1 The Contractor can visit the site to assess access, gain detailed measurements, and to satisfy themselves as to the conditions on site that may affect in any manner whatsoever the execution of the works detailed hereafter. Location of the site is Waddingham Road, South Kelsey, Market Rasen, LN7 6PN. What3words location: facelift, reverses, homework.

2.2 Compound - A designated compound will be agreed prior to works commencing. The area must be secure and safe. The Parish Council reserve the right to determine the final location of the compound. Access to the park must be maintained at all times.

## **3. DESIGN BRIEF**

The design brief has been organised in sections. Please tick or detail the sections you wish to include in your Tender, which are listed in Section 12. **SMALL WORKS TENDER - SCHEDULES 1-4.**

### **Small Works Tender – Schedule 1**

#### **Supply and Installation of new Toddler equipment**

**Note: It is acknowledged that suppliers might offer variants to equipment listed.**

To supply and fit new items which are designed for children aged 2-5 years. All equipment should be designed specifically for young children's physical abilities and minimise potential injury risks. Key elements could be small slides, low climbing structures, springers and activity panels. Must complement the existing play equipment and fit within the footprint of the fenced area. An image of the current play area is included within this tender document. Equipment should conform to BS EN 1176 and BS EN 1177 or other relevant standard.

- 1) To install to necessary specification/regulations
- 2) To supply and install, where appropriate, necessary safety matting around the foot of each piece of equipment.
- 3) Supply all necessary labour and material for above.

## **Small Works Tender – Schedule 2**

### **Supply and Installation of new Teen Equipment**

Note: It is acknowledged that suppliers might offer variants to equipment listed.

This should be a suitable facility, where young teenagers can socialise with their peers and also offers opportunities for movement, fitness and exercise. The play unit will provide some shelter, whilst being open sided. Equipment should conform to BS EN 1176 and BS EN 1177, or other relevant standard.

- 1) To install to necessary specification/regulations
- 2) To supply and install, where appropriate, necessary safety matting.
- 3) Supply all necessary labour and material for above.

## **Small Works Tender – Schedule 3**

### **Supply and installation of adult gym equipment**

Note: It is acknowledged that suppliers might offer variants to equipment listed.

Supply and Installation of a minimum of 5 pieces of durable outdoor adult gym equipment. Items should have a variety of physical health benefits, from cardio and muscular strength building to flexibility and toning. Equipment should be certified to BS EN 16630 or other relevant standard.

- 1) To install to necessary specification/regulations
- 2) To supply and install, where appropriate, necessary safety matting around the foot of each piece of equipment.
- 3) Supply all necessary labour and material for above.

## **Small Works Tender – Schedule 4**

### **Supply and installation of two Sets of Goalposts**

Note: It is acknowledged that suppliers might offer variants to equipment listed.

Supply and installation of 2 sets of goalposts, each 24ft x 8ft (7.32 x 2.44m), with steel anti-vandal sports netting, and must be placed to fit a football pitch 100m x 62m. The goal posts must meet BS EN 16579, and BS EN 748 if they are over 42kg in total weight, or other relevant standard.

#### **4. Preparation and groundworks:**

4.1 Excess materials, spoil and surfacing from excavations must be disposed of at a licensed recycling centre at the Contractor's cost.

4.2 The Contractor must provide skips when required and secure all skips behind Heras security fencing when unattended to avoid fly tipping.

4.3 Please identify the price within the Tender for any necessary reinstatement works that may be required following completion of works.

4.4 Liability and responsibility for insurance of the play area and installation works will lie with the Contractor until a satisfactory RoSPA Post-Installation Report has been accepted by South Kelsey and Moortown Parish Council. This will be confirmed in writing on the day of the handover of the site by the Parish Clerk or nominated representative and the Contractor.

4.5 Storage of new play equipment, machinery and equipment, etc during the construction period will be the responsibility of the Contractor.

## **5. SITE MANAGEMENT DURING INSTALLATION**

5.1 A project co-ordinator or single point of contact must be nominated by the successful tenderer who should be readily contactable to deal with any queries and problems that may arise.

5.2 The individual work areas must be contained within security fencing – Heras temporary security fencing or similar, supplied by the Contractor, whilst work is in progress and Heras temporary security fencing should remain in place until a satisfactory RoSPA Post-Installation Inspection and Report has been completed and submitted to and accepted by the Parish Council.

5.3 Site working hours to be agreed with the Parish Council.

5.4 Access to the remainder of the playing field open space must be available and safe at all times.

5.5 All equipment and machinery should be fit for purpose and maintained in accordance with current legislation, i.e. MoT, Tax LOLER, PUWER, etc. The Contractor shall ensure that any construction noise does not cause nuisance to any users of the Open Space or neighbouring residential properties or roads, etc. outside the site boundary.

5.6 Radios are permitted however the volume level should be kept at a reasonable level as not to cause a nuisance to residential properties.

5.7 The Contractor will need to supply the Parish Council with a copy of their site Risk Assessment, Method Statement and a copy of their public liability insurance at least 14 working days before the start of the project.

5.8 The Contractor shall advise the Parish Council immediately of any deficiencies in the Method Statement or Risk Assessment, or unforeseen hazards to Health and Safety which may become apparent as the project proceeds. This includes notification of any RIDDOR incidents during construction.

5.9 It is not known if there are any underground services within the play area, the Contractor is advised to have satisfied themselves of the extent and location of all underground services in order to safely undertake the works. The Contractor is to allow for all costs associated with protecting from and working with the materials within this tender.

5.10 The Contractor shall take all precautions as are necessary to protect the health and safety of all persons employed by him and shall comply with all the requirements of any Acts, Regulations, orders or directions pertaining to the health and safety of employed persons, the employees and members of the Parish Council and all other persons.

5.11 The Contractor shall allow the Parish Council representatives such access as may be required to buildings, locations, vehicles or operations used in relation to this project.

5.12 The Contractor shall be required to attend such meetings as the Parish Clerk or their nominated representative may require for the administration and successful completion of this Contract.

5.13 The Contractor will be responsible for reinstatement works for any damage whatsoever caused to the interior and exterior of the play area or the surrounding open space, pathways, fencing, kerbing, signs, street furniture and private land/property resulting from installation works or deliveries. Carry out all reinstatement works in accordance with good landscape practices. Full payment may be withheld until the site and adjoining areas are left in a state deemed acceptable, and to the satisfaction of the Parish Council. A portion of payment may be withheld until any snagging issues are resolved.

## **6. MAINTENANCE AND AFTERCARE**

6.1 A full schedule of maintenance requirements is to be provided once the play area is completed. This should include a breakdown of items, specifications and maintenance requirements to assist with the future site management, inspections and maintenance.

6.2 Please provide details of your own and manufacturer guarantees and warranties on equipment, safety surfacing and installation works with the Tender.

6.3 The works will be subject to an independent Post-Installation Inspection (PII) before the project is signed off (as per the pricing and payment section). The Contractor shall undertake any remedial issues identified as part of the PII report, as part of the existing project cost. The play area must not be opened for public use until the PII has been signed off to the satisfaction of the Parish Council.

## **7. PRICING AND PAYMENT**

7.1 The Contractor shall supply and do everything necessary for the proper execution and completion of the work that may be reasonably inferred from the Contract Documents whether described in detail or not, without any extra payment in respect thereof.

7.2 Payment will be upon satisfactory completion of the works and following receipt by the Parish Council of a satisfactory RoSPA Post-Installation Report. This report should be commissioned, paid for and supplied to South Kelsey and Moortown Parish Council by the Contractor before the play area is released back to South Kelsey and Moortown Parish Council.

7.3 The Parish Council will ensure that valid undisputed invoices will be paid within 30 days of satisfactory completion and when the conditions in paragraphs 6.3 and 7.2 have been fulfilled. The Contractor should include similar provisions in their contracts, and so on down the supply chain.

## 8. TIMETABLE FOR TENDER PROCESS

Publish tender using Find a Tender and by email notification to companies that have expressed an interest.	<b>Tuesday 11 March 2025</b>
Deadline for questions on the project to the Parish Council.	<b>Tuesday 25 March 2025</b>
Question responses distributed to all parties.	<b>Tuesday 1 April 2025</b>
Tender Offer Submission time and place deadline.	<b>Noon 11 April 2025</b>
Tenders opened and full evaluation of anonymous tenders to select shortlist of preferred designs as per evaluation criteria by RFO and at least one Councillor.	<b>Monday 14 April 2025</b>
Tenders presented at Full Parish Council meeting to select preferred supplier.	<b>Monday 14 April 2025</b>
Tenderers notified.	<b>Tuesday 15 April 2025</b>

## 9. EVALUATION CRITERIA

To ensure that tenders are evaluated fairly, the tables below aim to identify the scoring criteria and evaluation methodology:

### Scoring system

Evaluation Criteria	Weighting
Play value, aesthetics and innovation	25%
Inclusivity	10%
Durability and recyclability	20%
Capability to deliver project within time scale	20%
Value for money	20%
References	5%

A standard 0-5 point scoring system will be used and is detailed below:

Score	Definition
<b>5 - Excellent</b>	<b>The submission provides an outstanding level of detail, demonstrating a high ability, deep understanding and significant experience to deliver the project to a high standard.</b>
<b>4 - Good</b>	<b>The submission is comprehensive, well-detailed, relevant, and shows no inconsistencies or concerns.</b>
<b>3 - Adequate</b>	<b>The submission meets most of the requirements but lacks detail in some areas.</b>
<b>2 – Some reservations</b>	<b>The submission suggests shortcomings in understanding or approach.</b>
<b>1 - Unacceptable</b>	<b>Non-compliant or entirely deficient in the given criteria.</b>



## Example Scoring Calculation

To demonstrate how a bid will be evaluated, consider the following example:

A supplier receives the following raw scores:

Evaluation Criteria	Raw Score (out of 5)	Weighting
Play value, aesthetics and innovation	4	25%
Inclusivity	3	10%
Durability and recyclability	5	20%
Capability to deliver project within time scale	2	20%
Value for money	3	20%
References	4	5%

The weighted score for each criterion is calculated as follows:

$$\text{Weighted score} = \left( \frac{\text{Raw Score}}{5} \right) \times \text{Weighting}$$

Evaluation Criteria	Raw Score (out of 5)	Calculation	Weighted Score (%)
Play value, aesthetics and innovation	4	$(4/5) \times 25\% = 24\%$	20%
Inclusivity	3	$(3/5) \times 10\% = 6\%$	6%
Durability and recyclability	5	$(5/5) \times 20\% = 20\%$	20%
Capability to deliver project within time scale	2	$(2/5) \times 20\% = 8\%$	8%
Value for money	3	$(3/5) \times 20\% = 12\%$	12%
References	4	$(4/5) \times 5\% = 4\%$	4%

**Total Score: 20% + 6% + 20% + 8% + 12% + 4% = 70%**

The Parish Council may reject contractors that score 0 or 1 in any of the criteria or more than 2 twos.

The evaluation of the tender processes will be carried out by the Play Park Working Group.

## 10. PROCUREMENT PROCESS

The procurement process will be conducted and in compliance with The Procurement Act 2023 and the Parish Council's Procurement Policy 2024. The objective is to be fair, transparent and proportionate based on the type of project and to ultimately select the most economically advantageous tender.

The tender process will be by Open Tender.

The park is an open site and suppliers are welcome to visit the site at their own convenience without penalty.

All questions and requests for clarification should be sent by email, by 25 March. All questions asked and responses will be shared to all interested parties via blind copy email, subject to there being a confidentiality issue which cannot be resolved.

## **11. EVALUATION AND AWARD CRITERIA**

All Tenderers shall provide all information requested in the tender pack.

In the interests of transparency, with the exception of the covering letter and documents detailed in Section One, all presented information within the tender including designs should be anonymised with no identifying logos or hyperlinks.

Unclear Tenders may be discounted in evaluation. The Parish Council reserves the right to seek clarification.

To ensure that Tenders are evaluated on a consistent basis it is essential that responses are made to all the requirements listed within this document and are clearly referenced to specific evaluation criteria.

The Parish Council will collate its findings and make the final selection of the preferred Contractor.

The Parish Council's decision is final and will reflect the offer that most meets all the specifications and public expectations.

## **12. SMALL WORKS TENDER – SCHEDULEs 1-4**

### **Supplier Response Check List**

Suppliers are asked to tick or advise all elements which they have included in their final submission:

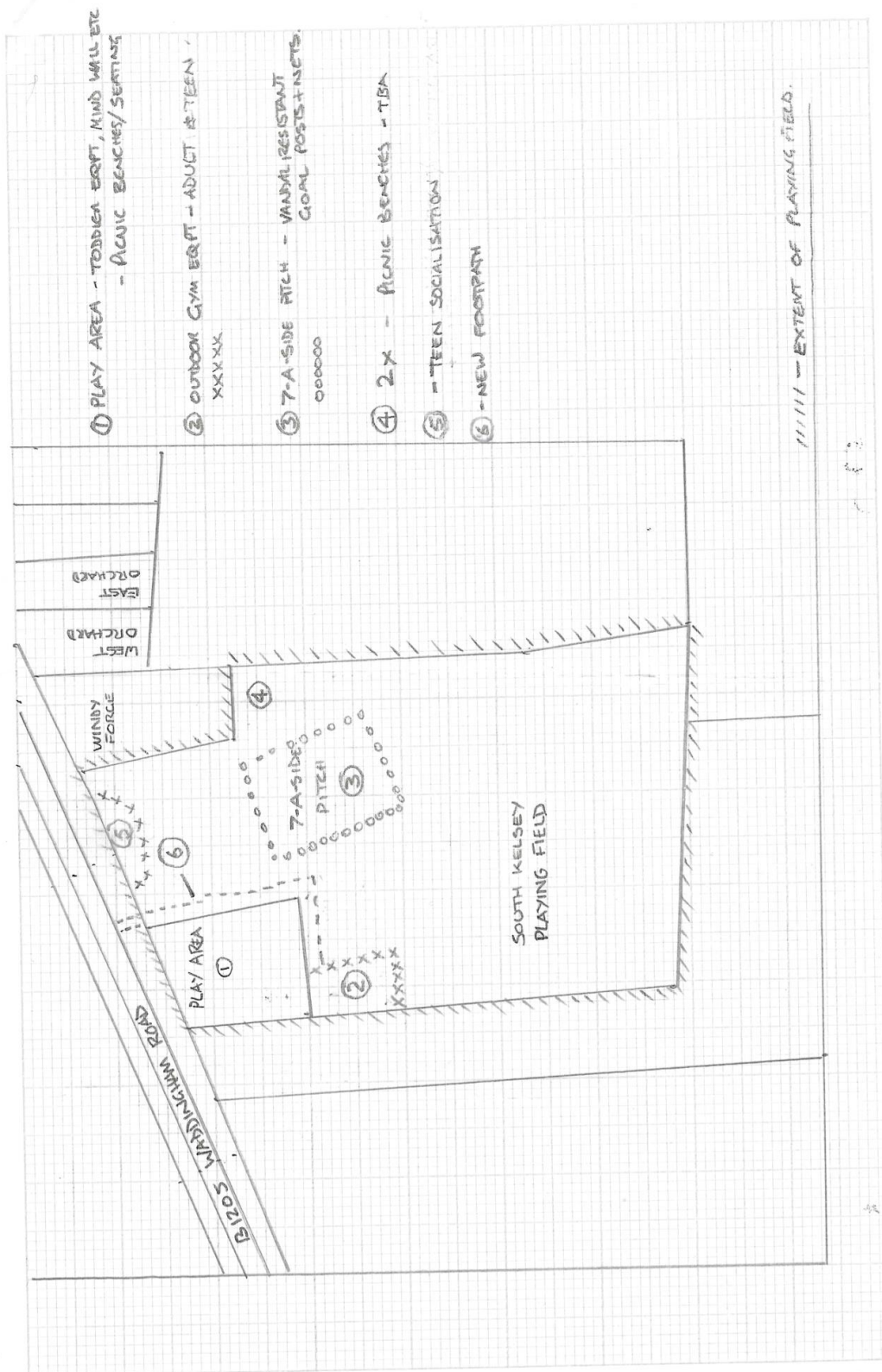
#### **Quotation Breakdown - To be included with your Tender**

<b>Element Included in Bid</b>	<b>Please Tick</b>
<b>Small Works Tender – Schedule 1 - Supply and Installation of new Toddler equipment</b>	
<b><u>Small Works Tender – Schedule 2</u> Supply and Installation of new Teen Equipment</b>	
<b><u>Small Works Tender – Schedule 3</u> Supply and installation of adult gym equipment</b>	

<b><u>Small Works Tender – Schedule 4</u></b> <b>Supply and installation of two Sets of Goalposts</b>	
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### **Plan of Play Area**

Below is a plan showing the play area and the locations of the equipment and a satellite picture of the play area





## **Appendix 1 - BUSINESS QUESTIONNAIRE**

### **IMPORTANT PLEASE READ FIRST:**

Tenderers must answer these questions in complete honesty and the Parish Council may decide to question further into these areas. Should the Parish Council discover any discrepancies or that the tenderer has been dishonest with its answers, this will result in the bid being rejected from the tender process or if awarded a contract, having its contract terminated with immediate effect.

### **Award criteria and disqualification**

All questions in this Section are mandatory and will be deemed pass/fail. If a fail is achieved for any of the business questionnaire questions, the bid will be excluded from progressing to the further stages of the tendering process. Therefore, the Parish Council will disregard the bid and subsequent sections of the tendered response, and will not be evaluated.

### **1. FINANCIAL INFORMATION**

1. Please confirm whether your turnover is at least the minimum of twice the annual estimated value of this contract. The estimated annual value of this contract is £45,000 (excluding – VAT)

Yes/No

***Tenderers who answer 'No' will fail the Business questionnaire.***

### **2. INSURANCE**

The Council has reviewed its current policy regarding insurance covers and requires all contractors to provide the following:

Employer's Liability £5 million

Public Liability £5 million

Professional Indemnity cover £1 million

- 2.1 Please confirm that your organisation has the required level of cover or is prepared to obtain the level of cover prior to award?

Yes, have levels of cover already and will continue to for this contract

No, but will provide the Parish Council's level of cover if awarded the contract

No, have not got cover and will not provide the Council's required level of cover

***Tenderers who cannot provide this level of cover will fail the Business questionnaire.***

### **3. PROFESSIONAL & BUSINESS STANDING**

- 3.1 Has your organisation, at any time during the last 3 years, been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings where the proceedings were commenced for valid reasons?

Yes/No

***Tenderers who answer 'Yes' will fail the Business questionnaire.***

- 3.2 Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of a criminal offence related to business or professional conduct, including fraud or conspiracy to defraud?

Yes/No

***Tenderers who answer 'Yes' will fail the Business questionnaire.***

- 3.3 Does your organisation hold all relevant licences and memberships for this contract as required by law?

Yes/No

***Tenderers who answer 'No' will fail the Business questionnaire.***

#### **4. DISPUTES**

- 4.1 Has your organisation had any judgement made against it in relation to similar contracts in the last three years?

Yes/No

*Tenderers who answer 'Yes' please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 4.1, no more than 200 words per contract description.*

- 4.2 Has your organisation been involved in any tribunal hearing in relation to any similar service in the last three years, which has resulted in a judgement being made against it?

Yes/No

*Tenderers who answer 'Yes' please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 4.2, no more than 200 words per contract description.*

## Appendix 2– LEGAL OBLIGATIONS

### **IMPORTANT PLEASE READ FIRST:**

Tenderers must answer these questions in complete honesty. The Parish Council may decide to question further into these areas. Should the Parish Council discover any discrepancies or that the tenderer has been dishonest with its answers, this will result in the tenderer being rejected from the tender process or if awarded a contract having its contract terminated with immediate effect.

### **Award criteria and disqualification**

All questions in this Section are mandatory and will be deemed pass/fail. If a fail is achieved for any of the Legal Obligations questions the bid will be excluded from progressing to the further stages of the tendering process. Therefore, the Parish Council will disregard the bid and subsequent Sections of the tendered response will not be evaluated.

### **LEGAL OBLIGATIONS**

- 1 Is it your organisation's policy as an employer to comply with its statutory obligations with regards to groups with Protected Characteristics under the Equalities Act 2010?

Yes/No

***Tenderers who answer 'No' will fail the Legal Obligations Section.***

2. Organisations that employ 5 or more staff are legally required to have a written Equalities Statement. Please confirm if you have a statement and that it is communicated within your organisation, or less than 5 staff.

Yes, I have a Statement

Organisation has less than 5 staff

No Statement & 5 or more staff

***Please note that answering 'No statement & 5 or more staff' will result in Tenderers automatically failing the Legal Obligations Section.***

3. Does your organisation comply with the Health and Safety at Work Act 1974?

Yes/No

***Tenderers who answer 'No' will fail the Legal Obligations Section.***

- 4 Suppliers that employ 5 or more staff are legally required to have a written Health and Safety Policy and Risk Assessments. Please confirm if you have a policy & risk assessment, or less than 5 staff

Yes, I have a Policy & Risk assessment

Organisation has less than 5 staff

No Policy & Risk Assessments and 5 or more staff

***Please note answering 'No policy & Risk assessments and 5 or more staff' will result in Tenderers automatically failing the Legal Obligations Section.***

- 5 Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of slavery, servitude, forced or compulsory labour, child labour or an offence in human trafficking and other forms of trafficking in human beings within the last five years

Yes/No



***Tenderers who answer ‘Yes’ to question 1.5 will automatically fail the Legal Obligations Section.***

- 6 In accordance with the Modern Slavery Act 2015 all organisations carrying out business within the UK, with a total annual turnover of £36m or more are required to produce a slavery and human trafficking statement for each financial year.

Please confirm if your organisation has an annual turnover of £36m or more

Yes/No

If you answered yes to the above question, please confirm that you are compliant with the annual reporting requirements contained within Section 54 of the Act 2015?

Yes/No

***Tenderers who answer ‘No’ to question 1.6 and who have an annual turnover of over £36m or more will automatically fail the Legal Obligations Section. Tenderers who answer yes to question 1.6 will be asked to provide evidence of the annual report upon award of contract.***

## **Appendix 3 - Certificate of Non-collusion and Non-canvassing**

### **Certificate Of Non-collusion and Non-canvassing**

To: South Kelsey and Moortown Parish Council – Regeneration of South Kelsey Park Play Area.

Date:

For the attention of: Parish Clerk

**Note to Organisation: As a public body it is important that the Parish Council receives genuine competitive offers from Tenderers, and that all Tenderers act in a manner that is honest and reflects best practices. Tenderers are therefore required to sign this document to certify that they have not and will not undertake any acts of canvassing or collusion.**

### **Statement of Non-canvassing**

I/we hereby certify that I/we have not canvassed any member, director, employee or adviser of the Parish Council in connection with this Tender and the proposed award of the Contract by the Parish 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 or adviser of the Parish Council in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my behalf, or advising me/us, will do any such act. I/we agree that the Parish Council may, in consideration of this bid, and in any subsequent actions, rely upon the statements made in this Certificate.

### **Statement of Non-collusion**

The essence of the public procurement process for selective tendering for the Contract is that the Parish Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we hereby 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 or the price in accordance with any agreement or arrangement with any 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 during the tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:

1. enter into any agreement or agreements with any other person that they shall refrain from tendering to the Parish Council or as to the amount of any offer submitted by them; or
2. inform any person, other than the Parish Council of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or

3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
4. commit any offence under the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; or
5. 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 causing or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.

In this Certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

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

Signed

Name:

Position:

For and on behalf of :

## Appendix 4 – DECLARATION

I declare that to the best of my knowledge, the answers submitted in the business questionnaire and in the legal obligations' sections, as well as any supporting documents, are correct. I understand that the information will be used in the evaluation process to assess my organisation's suitability to tender for South Kelsey and Moortown Parish Council's requirement. Should the Parish Council discover any discrepancies or that I have been dishonest with the answers, this will result in the organisation to which I have completed this quotation for, being rejected from the tender process. Or, if awarded a contract, will have the contract terminated with immediate effect and no cost incurred to the Parish Council.

Signature is mandatory, failure to do so will result in your bid being deemed non-compliant which will result in your bid being disqualified from this tendering process.

	Name:
	Position
	Date:
	Telephone number:
	Signature: