

6.0 COLLUSIVE TENDERING CERTIFICATE

Hyndburn Borough Council

Bona Fide Tender for the playing field improvement works at the King George V Playing Fields, Accrington.

We certify that this is a bona-fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person.

We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- (1) 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 is in confidence, of the appropriate amount of the tender, necessary to obtain insurance premium quotations required for the preparation of the tender;
- (2) 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;
- (3) Offering or paying or giving or agreeing to pay 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 and anybody or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transactions, formal or informal, and whether legally binding or not.

Confidentiality

Furthermore, we accept and declare that all information received in relation to this tender is confidential. We shall not in any way:

- disclose the confidential Information to any employees or agents or to any other party except when those employees, agents or other parties are required to have the confidential information in order to provide a bid. On first request we shall notify the project manager or such permitted employees, agents or third parties to whom confidential Information is to be disclosed and shall ensure that each such employee, agent or third party is bound by obligations of confidence substantially the same as contained in this statement. Any breach of confidentiality by any such employee, agent or third party in respect of any of the confidential Information disclosed pursuant to this statement, will be our responsibility.
- use the confidential Information for any purpose other than that for which the Confidential Information was provided and only in accordance with the written consent of the project manager or principal.
- copy, print or record the confidential information, except if – and as far as - necessary to place a bid and these copies, prints and records will be maintained and made available so that these are traceable and will be destroyed or altered when no longer required for the above purpose.

In case of any irregularities whatsoever in the tender in relation to collusion or confidentiality, we shall provide on first request all documents and further information that can be related to the aforementioned irregularities in any way.

Not providing all documents and information will lead to change of the burden of proof to the benefit of the principal. In case of breach in any aspect, that causes damage to the principal (The Employer) regarding the tender or the execution of the work, all direct and indirect damages will be paid, set at the minimum (penalty) of 1.5 % of the final contract price (or failing a contract the estimated contract price), notwithstanding the obligation to pay more damages, provided that more

damages are suffered as a result of possible carelessness and breach. We understand and accept the importance of these statements and accept the obligations as stated and hereby related.

Signature.....

Name

Dated

On Behalf Of

Address