
Trading on Council Land

Tendering for a Fixed Position



Council of the
ISLES OF SCILLY

Version 2 amended Aug 2016

September 2016



POLICY FOR TENDERING PROCESS FOR FIXED POSITION TRADING

The Council proposes to offer for tender a licence to operate a mobile food stall from the following site(s):

- A position at the rear of the Town Hall, for use by the successful Tenderer consisting of a marked area approximately 25 feet long by 8 feet wide.

On a date to be announced on the Council website (www.scilly.gov.uk) the Council will commence a tendering process for the site(s) listed above.

1. The licence to use the site will be for 3 (three) calendar years commencing on 1 April and ending on 31 March in any year.
2. The applicant will complete the Fixed Site Tender Application form and return it to the Authority within 7 days of the advertisement appearing on the website and being advertised in the Town Hall notice board and off Island Post Offices.
3. In all cases a minimum price acceptable to the Authority will be stated. Tenders made under that value will not be considered.
4. The Authority will consider all applications on their merit and will not necessarily accept the highest price offered for the site.
5. A response will be given within two weeks of the closure date.

INVITATION TO TENDER

A document, the INVITATION TO TENDER, will be available to the public which sets out the Council's position in the event that certain circumstances prevail. This document, together with the application form and any other relevant documents must be signed and returned to the Licensing Section, Town Hall, St Mary's, Isles of Scilly TR21 0LW.

SELECTION OF SUCCESSFUL TENDER

A panel consisting of Councillors from the Licensing Committee will meet to determine the successful bid, supported by advice from the Officer responsible for Licensing and the Council's Licensing Adviser.

Reasons for the selection of one tenderer over another will not be provided.

ASSISTANCE WITH THE TENDERING PROCESS:

The Council will give such assistance with the tendering process as it can. Officers' advice is given on an individual basis and has no standing in law. Please refer to your own legal adviser to ensure the advice you receive has legal standing.

INVITATION TO TENDER

1 INSTRUCTIONS TO TENDERERS

Note: The Council reserves the right to make changes, whatsoever, to any section of this Invitation to Tender at any time prior to the return date and such changes will be notified to all tenderers in writing.

1.1 Delivery and Submission of Tender:

- a) The complete Fixed Site Tender Application must be returned in its present format and order. It is absolutely essential that all elements of the Application which require completion are included in the tender submission, fully and properly completed in black ink or typing in English.
- b) All documents requiring signature must be signed by directors or other managers authorised for that purpose.
- c) Submissions should be sent by registered post, recorded delivery or data post or delivered by hand, parcelled and sealed, and addressed to:

(Insert Name and Address of nominated officer)

- d) The package must not bear any name or mark indicating the name of the tenderer.
- e) It is the responsibility of the tenderer to ensure that any courier delivering a tender submission is instructed that no identifying name or mark of the tenderer must appear on the package or be disclosed to any staff or Member or the Council.
- f) **Tenders must be returned no later than 12 noon (x day / date).**
- g) Tenders shall not be sent nor will be accepted by fax or e-mail, any tender submission received after this time and date, or at a different address, will not be considered. The Council will not consider requests for any extension of the closing date and time specified above.
- h) No alterations to any tender submission will be allowed after its receipt by the Council other than any errors found by the Council (clarified with the relevant tenderer and confirmed in writing) or changes necessitated by agreed modifications (not the correction of omissions) to the method of working.

1.2 GENERAL TENDER REQUIREMENTS

The Fixed Site Tender Application form submitted in response to this Invitation to Tender should include all the information which the tenderer considers necessary for an accurate and equitable evaluation of their proposal. The document should be self-contained, following the structure and guidelines outlined in the application. The attention of the tenderer is specifically drawn to the following:-

- reference should not be made to any previous information supplied.
- tenderers are asked to provide all information required.
- technical and sales literature may be incorporated, but only as an appendix to the application.

Tenders which are not submitted in the required format will not be considered.

No alteration shall be made to the Fixed Site Tender Application except where expressly allowed.

The Council expects to decide the award of contract within 2 weeks of the closing date for submission of tenders.

Tenderers must obtain for themselves all information necessary for the preparation of their tender and satisfy themselves that the quality and standards specified by themselves or the Council are appropriate. Information supplied by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

Acceptance of the tender by the Council shall be in writing and communicated to the tenderer. Upon acceptance, the Contract shall be constituted and become binding on both parties. Tenderers must not assume the Contract until they have received written notification that they have been awarded the Contract and granted a licence to use the site.

1.3 FORMAT OF TENDERS

To facilitate rapid and equitable evaluation of their tenders, tenderers are asked to present the information requested following the structure and sequence set out in the Fixed Site Tender Application attached to this Invitation to Tender.

1.4 COMPLIANCE WITH REQUIREMENTS

Any recommendations, reservations, or other comments relating to the specification and functionality of the proposed Contract should be clearly stated on the application.

The terms of this Invitation to Tender are not intended to be restrictive. Although it is desirable that tenderers respond to the stated requirements, in all cases alternatives will be considered on their merits.

1.5 TENDERING COSTS

All costs associated with the preparation of the responses to this Invitation to Tender, shall be borne in full by the tenderers. The Council will not be liable, under any circumstance, for any costs or charges incurred by tenderers arising from any aspect of the tendering process, nor, for any costs or charges incurred by the successful tenderer relating to the preparation and completion of any formal contract documentation.

1.6 CONFIDENTIALITY

All information supplied by the Council in connection with this Invitation to Tender shall be treated as confidential by the tenderers. However, such information may be disclosed, only as far as is necessary, for the purpose of obtaining quotations required for the preparation of the tender and for insurance purposes.

The information provided by tenderers in their submissions shall be treated as confidential by the Council, subject to the legal requirements i.e. Freedom of Information (FOI).

1.7 REVIEW OF PROPOSALS

The criteria for selection of the successful tenderer(s)-will be based upon the most economically advantageous offer having regard, to the following, unless otherwise stated in the specification (not necessarily in order of importance):

- Satisfying technical/operational requirements;
- Level of experience, insurance cover, and resources assigned to any contract.
- Scale of operation and financial stability;
- Range and quality of services offered;
- Environmental Sustainability Issues.

1.8 BASIS OF CONTRACT AWARD

The Council is not bound to accept the highest, or indeed, any tender. Furthermore, the Council may award all or any part of the goods, work or services subject to this INVITATION TO TENDER to any one or more tenderers.

When submitting bids, tenderers shall be deemed to undertake with the Council, within two weeks from the provisional award date, to conduct and conclude any clarification or negotiation of the contract with the Council. In the event that the successful tenderer does not comply with the undertaking, the Council reserves the right to withdraw the provisional award by notice in writing and, therefore, not proceed to make the final award.

2 TERMS AND CONDITIONS

2.1 DEFINITIONS

2.1.1 In these Conditions the following words will have the meanings assigned to them

- (a) "The Contractor" means the other party to the contract.
- (b) "The Contract Documents" mean all the documents attached to these General Conditions of Contract. Where there is a conflict between these General Conditions and the Contract Documents the Contract Documents will prevail.
- (c) "The Contract Period" means the period that the contract is in existence as shown in the Special Conditions of Contract.
- (d) "The Council" means the Council of the Isles of Scilly.
- (e) "The Services" mean the provision of hot or cold food from a mobile food stall, concession stand or vehicle.
- (f) "The Site" shall mean a designated position at the side/rear of the Town Hall for mobile hot food sales consisting of a marked area approximately 25 feet long by 8 feet wide.
- (g) "Special Conditions of Contract" means those additional terms and conditions set out in the document marked "Special Conditions of Contract".
- (h) "The Specification" means that document marked specification and incorporated into the document marked Invitation to Tender.
- (f) "The Supervising Officer" shall mean the person nominated by the Council and made known to the Contractor.

- 2.1.2 In this contract unless the context otherwise requires words importing any gender include every gender, the singular shall include the plural and vice versa.
- 2.1.3 The headings to clauses, schedules and paragraphs of the contract will not affect their interpretation.
- 2.1.4 Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.
- 2.1.5 Any obligation on a party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.
- 2.1.6 In the case of conflict or ambiguity between any provision contained in the body of this contract and any provision contained in any schedule, the provision in the body of the agreement shall take precedence.

2.2 SERVICES

- 2.2.1 The Contractor agrees to operate and the Council will allow the Contractor to operate the Services during the Contract Period from the Site.
- 2.2.2 The grant of the right to operate the Services from the Site is not intended to create any legal or other estate in land in relation to the Site or any other land or property belonging to the Council.

2.3 CONTRACTORS OBLIGATION

- 2.3.1 The Contractor agrees to provide the Services from the Site, at those times prescribed by the Council, pursuant to the Special Conditions of Contract, together with any other reasonable periods of time as agreed by the Council in writing.
- 2.3.2 The Contractor shall pay to the Council all sums due under this contract for the use and occupation of the Site in connection with provision of the Services in accordance with the price specified in the Special Conditions of Contract.
- 2.3.3 The Contractor shall pay to the Council all sums due and payable under this agreement for the use of electricity in accordance with the Specification in such proportions as are reasonable.
- 2.3.4 Any sums that are due and payable under this contract are payable by the Contractor within 28 days of receipt of the Councils invoice.

- 2.3.5 The Council reserves the right to charge interest on any overdue sums payable under this contract at the rate of 4% above Barclays Bank Plc's lending rate per annum. This clause shall remain in force notwithstanding the termination of the contract for whatever reason.

2.4 USE

- 2.4.1 The Contractor will use the Site only for the purpose of a mobile food stand, or such other purpose as may be agreed in writing by the Council.
- 2.4.2 The Council makes no warranties or representations regarding the right of the Contractor to carry out the Services from the Site.
- 2.4.3 There are no foul water drains connected to the site and arrangements must be made by the contractor for appropriate disposal of foul water.

2.5 THE COUNCIL'S RESPONSIBILITIES

- 2.5.1 Subject to Clause 2.6 below the Council shall:-
- a) provide the Contractor with all information reasonably required to perform the Services under the contract.
 - b) permit the Contractor together with its staff and employees access to the Sites by prior agreement and at all reasonable times pursuant to the Special Conditions of Contract to enable them to perform the contract.
 - c) provide the Contractor with access to an appropriate source of electricity in accordance with the Specification.
- 2.5.2 The Council will provide to the Contractor invoices on a regular basis in respect of all fees and charges that are due and payable under this contract.
- 2.5.3 The Council reserves the right to accompany the Contractor's staff in certain locations or on other property belonging to the Council and upon which the Contractor may reasonably require access in order to provide the Services.

2.6 IDENTIFICATION AND RESTRICTION ON ACCESS

- 2.6.1 All employees of the Council have the right to refuse admission to the Site, or any other building or premises belonging to the Council to any person who is unable to establish their identity and justifiable cause for their presence.
- 2.6.2 It is a Condition of Contract that, no storage is permitted on the Site or in any other building belonging to the Council, without prior written permission from the nominated officer
- 2.6.3 The Council will entertain no claims of any sort by the Contractor who, as a result of their failure to comply with this condition 2.6 and with any special

requirement arising there from which has been communicated to him, is not allowed to make any delivery, and under such circumstances the Council reserves the right to seek redress for their failure to effect delivery.

2.7 ASSIGNMENT, TRANSFER, SUBLETTING

2.7.1 The Contractor shall not transfer, assign or sublet the Contract or any part thereof, without the prior written consent of the Council and if such consent is given the Contractor shall remain liable for the performance of the Contract in its entirety as if such assignment or sublet had not taken place.

2.8 PRICE VARIATIONS

2.8.1 The sum specified in the Special Conditions of Contract as the price will be valid for the Contract Period.

2.9 SUPPLY AND DELIVERY

2.9.1 During the Contract Period, the Contractor shall use the **Site(s)** only as designated in this contract or as otherwise permitted by the Council.

2.10 SALE OF GOODS ACT 1979

2.10.1 Nothing in the Contract Documents shall restrict the provisions of the Sale of Goods Act 1979.

2.11 TERMINATION OF CONTRACT

2.11.1 Subject to the terms of this clause 2.11, the contract shall continue for the Contract Period, at which stage the contract will determine absolutely unless otherwise agreed by the Council and the Contractor in writing.

2.11.2 The Contractor may terminate the contract prior to the Contract Period upon the provision of 6 months written notice to the Council.

2.11.3 If the contractor

- a) changes its composition or staffing in a way which in the reasonable opinion of the Council seriously affects the Contractors ability to fulfill this contract;
- b) fails to pay any charges or sums due under this agreement;
- c) becomes bankrupt, makes a proposal for voluntary arrangements, has an application made under the Insolvency Act 1986 for the appointment of an administrator or administrative receiver, has a winding up order made, or has a liquidator, receiver or manager of its business appointed;

d) is in breach of any provision of this contract and does not remedy the same (where reasonable to do so) within 14 days of notification of the breach by the Council;

e) commits an act of corruption as set out in clause 2.12

then any such event shall constitute a breach of the contract which will entitle the Council to terminate the contract with immediate effect and the Council shall be entitled to recover from the Contractor by way of liquidated damages any additional costs incurred as a result of engaging others to carry out the necessary work for the unexpired period of the contract.

2.11.4 In the event of termination of this contract as a result of the Contractor's breach under clause 2.11.3 the Contractor shall immediately remove from the Site any vehicle temporary stand or other structure used for the purpose of affecting the Services.

2.11.5 Where the contract is terminated by the Council due to the Contractor's default, the Contractor shall make good to the Council and all other persons or bodies entitled thereto all loss, damages and expenses they or any of them may incur or be liable to in consequence of re-letting this contract for the period which this contract should have existed had the Contractor not defaulted.

2.12 CORRUPTION

2.12.1 If the Contractor or a person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) offers, gives or agrees to give, to any person, a gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the contract, or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or, if, in relation to any contract with Council, the Contractor, or any person employed by him or acting on their behalf, (whether with or without the knowledge of the Contractor) commits an offence under the Prevention of Corruption Acts 1889-1916, the Council shall be entitled to terminate the contract, and to recover from the Contractor the amount of any loss resulting from such termination.

2.12.2 The Contractor acknowledges that the conduct referred to in this clause 2.12.2 may occur before, on and after the date of this contract.

2.13 INDEMNITY AND INSURANCE

- 2.13.1 The Contractor shall indemnify and keep indemnified the Council against all losses and claims for injuries (including death, illness and disease) or damage to any person or property whatsoever which may arise out of or in consequence of the execution of this Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that the Contractor's liability to indemnify the Council as aforesaid shall be reduced proportionately to the extent that an act or neglect of the Council, their servants or agents may have contributed to the said loss, injury or damage.
- 2.13.2 The indemnity given by the Contractor in this clause shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the Contract or in carrying out of the Contract. Such insurance shall be effected with an insurer and in terms approved by the Council and for at least the sum of £5,000,000 on any one claim, unlimited in any one period of insurance or for any higher amount specified by the Council.
- 2.13.3 The terms shall include a provision whereby in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Council, the insurer will indemnify the Council against such a claim and any costs, charges and expenses in respect thereof.
- 2.13.4 The Contractor shall whenever required produce to the Council the policy or policies of insurance and receipts for payment of the current premiums.

2.14 POWER OF "SET-OFF"

- 2.14.1 The Council shall have power to set off any sums due from the Contractor to the Council against any sums due from the Council to the Contractor under the contract.

2.15 NOTICES

- 2.15.1 A notice given in connection with this contract shall be:
- a) in writing unless the contract expressly states otherwise; and
 - b) given by hand or by pre-paid first class post at, in the case of an individual or partnership, their or their principal place of business in the United Kingdom, or if no place of business shall be known to the Council at the date of service, their or their last known private address or addresses in the United Kingdom, and in the case of a Company to the Registered Office for the time being.
- 2.15.2 If a notice is given in accordance with clause 2.15.1 it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post, on the second working day after posting.

2.15.3 Where the consent of the Council is required for any action or variation under this contract, consent shall only be valid if it is given in writing and signed by the Supervising Officer, or some other duly authorised officer of the Council.

2.16 DATA PROTECTION

2.16.1 The Contractor shall at all times abide by the Data Protection Act 1998 and shall indemnify the Council against any loss claims and expenditure resulting from the Contractor's breach of this clause.

2.17 HUMAN RIGHTS

2.17.1 The Contractor shall not do or permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights.

2.17.2 The Contractor shall not do or permit or allow anything to be done which may result in the Council acting incompatibly with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998.

2.17.3 The Contractor shall indemnify the Council against any loss claims and expenditure resulting from the Contractor's breach of Clauses 2.25 a) and b) above.

2.18 COMPLIANCE WITH LEGISLATION

2.18.1 The Contractor must comply with the following legislation:-

- Equal Pay Act 1970 (Amended)
- Sex Discrimination Act 1975
- Race Relations Act 1976
- The Disability Discrimination Act 1995
- The Human Rights Act 1998
- Sex Discrimination (Gender Reassignment) Regulations 1999
- Race Relations Amendment Act 2000
- Employment Equality (religion or Belief) Regulations 2003
- Employment Equality (Sexual Orientation) Regulations 2003
- The Gender Recognition Act 2004

- The Civil Partnership Act 2004
- Employment Equality (Sex Discrimination) Regulations 2005
- Disability Discrimination Amendment Act 2005
- Employment Equality (Age) Regulations 2006
- Racial and Religious Hatred Act 2006
- Equality Act 2006

2.18.2 The Contractor shall, on request, provide the Council with details and evidence of compliance with all relevant legislation, specifically those relating to Equality and Diversity, together with the steps taken to remedy or prevent any formal complaint being made against the Contractor under the Council's Complaints Policy/Procedures.

2.18.3 The contract shall be performed by the Contractor in accordance with any statutes, directives, regulations, codes and industry practice which shall exist either at the commencement date of the Contract, or may come into force at any time thereafter until the expiry or termination of the Contract.

2.19 FORCE MAJEURE

2.19.1 The Contractor's performance against the contract will be monitored against the Specification. Failure on the part of the contractor to meet the Specification requirements or to perform their obligations under the contract, except in the event of fire, flood or any other natural disaster, strikes, blockade, war or immobilisation or any other event beyond the reasonable control of the Contractor which wholly or partially prevents the Contractor from fulfilling its obligations under this contract, will constitute a material breach of the contract, and the Council shall be entitled to terminate the contract.

2.20 ENVIRONMENTAL POLICIES AND LEGISLATION

2.20.1 The Contractor shall comply with their statutory obligations under Environmental Legislation and for the purposes of this Contract specifically:

- Provide sufficient bins in a prominent position for the disposal of rubbish associated with their business, whether generated by the Contractor, its suppliers or customers and be responsible for its proper disposal.
- Ensure that traffic is not obstructed in any way during the periods in which the Services are being provided at the Site.

2.21 FREEDOM OF INFORMATION ACT 2000

- 2.21.1 Information in relation to this tender/contract may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000. When required by the Council, the Contractor shall assist the Council at no additional charge in meeting its obligations under the Freedom of Information Act 2000 and the Data Protection Act 1998, or any statutory modification or re-enactment thereof or any related guidelines or codes of practice.
- 2.21.2 The Contractor should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act.
- 2.21.3 The Contractor should state why they consider the information to be confidential or commercially sensitive.
- 2.21.4 No guarantee is given by the Council that information deemed confidential or sensitive by the Contractor will not be disclosed however such information will be considered in light of the exemptions contained in the in the Freedom of Information Act.
- 2.21.5 Information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. The Contractor should note that no information is likely to be regarded as exempt forever.

2.22 SEVERANCE

- 2.22.1 If a Court or any other competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, and to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this contract shall not be affected.
- 2.22.2 If any invalid, unenforceable or illegal provision of this contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal valid and enforceable.

2.23 WAIVER

- 2.23.1 A waiver of any right under this contract by the Council is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default by the Contractor.

2.24 GOVERNING LAW

2.24.1 This contract shall be governed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

2.25 THIRD PARTIES

2.25.1 Without prejudice to any right or remedy of a third party which exists or is available from such Act, except as otherwise specifically provided for by this contract, a person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

3. SPECIAL CONDITIONS OF CONTRACT

3.1. The Council's Terms and Conditions shall apply, together with the following special conditions:-

- a) The Contract Period commences on () and will expire on (),
- b) The price expressed to be payable by the Contractor to the Council in respect of the Services is () per annum.
- c) The Contractor agrees to provide the Services from the Site between the hours of (), and agrees that the site will be vacated at the end of the trading day and not returned to until 9.00 am of the next trading day.
- c) The Contractor agrees to supply and does hereby enclose, as part of the tender and Fixed Site Tender Application form all documentation as requested in the Special Conditions of Contract Agreement Form A.

3. SPECIAL CONDITIONS OF CONTACT AGREEMENT FORM A

Tender for ()

THE FOLLOWING DOCUMENTATION IS ENCLOSED:-

A brief summary should be provided of the Company, (include details of parent or subsidiary companies) [level of experience, scale of operation and financial stability] and details of reference sites including contact names and addresses.

Copies of insurance policies.

Copies of references from other Local Authorities if appropriate.

Two year's accounts.

[Copies of any trade certificates/examinations held]

Statement of Facilities Offered But Not Requested:-

Tenderers are free to provide additional information and costs, relating to other associated services, facilities and features offered which are of relevance but not specified within the Invitation to Tender as they see fit, but it should be included as a separate section to that specifically requested.

Signed:

Tel:

Name:

Designation:

Company:

Date:

4. SPECIFICATION

- a) The Council offers a designated position the side/rear of the Town Hall for mobile hot food sales.
- b) The Site will consist of a marked area approximately 25 feet long by 8 feet wide.
- c) The Site will be provided with electricity to the Level(.Single phase.....)
- d) Costs for the provision of power will be invoiced by the Council and will be payable within 28 days by the contractor.
- e) The Site will be vacated at the end of each trading day and not returned to until 9.00 am of the next trading day.
- f) No deliveries may be made to the Site or any building owned or operated by the Council of the Isles of Scilly without prior written permission from the nominated officer.
- g) No storage is permitted on the Site or in any of the buildings belonging to the Council, without prior written permission from the nominated officer
- h) Prominently labelled rubbish bins shall be provided in the car park, at the Contractors expense, for the disposal of rubbish from customers as well as disposal of rubbish from the Contractor, during such periods that the Site is in use.
- i) Normal collection rates for the disposal of rubbish for a trade contractor will be charged by the Council on an ongoing basis.
- j) The Site will only be used by the Contractor for the provision of a mobile food or hot food sales.
- k) The Contractor will put in place appropriate arrangements for the control of customers to ensure the highways are kept clear.
- l) The Contractors mobile food stall/concession will be no larger than ...

COLLUSIVE TENDERING CERTIFICATE OF BONA FIDES

I/ We certify that this is a bona fide tender, and that I/ We have not fixed or adjusted the prices in the submission by or in accordance with any agreement with any other person. I/ We also certify that I/We have not done and I/We will not do at any time before the hour and date specified for the return of this submission, any of the following procedure acts:-

- a) offer or give or agree to give any officer of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedures;
- b) communicate to a person other than the person calling for submissions, the amount or approximate amount of the proposed submission;
- c) enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any submission to be made;
- d) offer or pay or give or agree 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 submission or proposed submission in response to the invitation relating to the above requirements, any act or thing of the sort described above.

In this Certificate the word “person” includes any persons and any body or association, corporate and unincorporated and, “any agreement or arrangement” includes any such transactions formal or informal and whether legally binding or not. For the avoidance of doubt, the acts covered by this Certificate include the acts of all persons employed by the tenderer, or who are purporting to act on the tenderer’s behalf, whether the tenderer is aware of their acts or not.

COLLUSIVE TENDERING CERTIFICATE OF BONA FIDES
(CONTINUED)

TENDER FOR ()

Signature (1) : _____

Name : _____

Designation : _____

On behalf of : _____

Signature (2) : _____

Name : _____

Designation : _____

On behalf of : _____

Date : _____

6 ENVIRONMENTAL IMPACT STATEMENT/SCHEMES

TENDER FOR ()

The Council has a policy of reviewing environmental issues on an on-going basis.

Please state below any current environmental issues which affect the products / services you are offering and also any initiatives your company is undertaking to resolve them.

Please continue on a separate sheet if necessary. **You should also include a copy of your environmental policy statement.**

Signed Print Name

Designation

Date

3 **What rent are you proposing to offer per annum:**
(This should not be below £..... per annum or your tender will not be considered)

Year 1:
Year 2:
Year 3:

4 **What operational hours are you proposing?**

5 **What arrangements are you making for rubbish and foul water created in your use of the site?**

6 **What arrangements are you making to ensure the highway adjoining the site is kept clear from obstruction during your times of operation?**

7 **What previous experience do you have with the trade/service you propose to offer**

- 8** ***Company/Organisation Profile (please provide relevant information relating to your organisation, this should include details of the company, length of time established, ownership, structure and history, staff numbers, location, financial information.***

(use a separate sheet if necessary)

- 9** ***Any other information you wish the Council to have:***

(Use a separate sheet if necessary)

- 10** ***Freedom of Information Act 2000***

Tenderers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Tenderers should state why they consider the information to be confidential or commercially sensitive.

(Use a separate sheet if necessary)

11 I have included the following with my application

- a) **Insurance Policy(ies)**
- b) **Environmental Policy (if necessary, see 5)**
- d) **Complete "Invitation to Tender"**
- e) **Where appropriate:**
 - **First Aid in the Workplace certificate**
 - **Food Hygiene certificate**
 - **Two years accounts**

12 I have read and understood the Invitation to Tender and the significance of the clauses contained within it, to my application.

Print NAME.....

Signed.....

Date.....

In the presence of (Witness)

Print NAME.....

Signed.....

Date.....

For Office Use only:

Received: (Date & Time).....By.....

Entered on Lalpac YES / NO

Inform: Chairman ☐ Committee ☐ DLF ☐

Granted:
YES / NO