



Marsh Farm Futures

Futures House Community Fun Day Tender

Tender Return Date: 12 noon on 08/07/19

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Tenderers Questions

Any queries about this document, the tender process, or the proposed contract, should in the first instance be referred to Mohammed Rafi by email: rafi@marshfarmfutures.co.uk

Answers to questions of a material nature will be circulated in a timely way to all prospective tenderers, in order to maintain fairness in the tendering process. For this reason, the deadline for asking questions is 28th June 2019. We cannot guarantee to answer any questions received after this date.

1 INTRODUCTION

- 1.1 Marsh Farm Futures is inviting tenders from suitably experienced organisations to deliver a fully managed Annual Community Fun Day Event.
- 1.2 Marsh Farm Futures is a Charity based in Marsh Farm, Luton. It is run and managed by local residents and representatives of local organisations from within the local community. Marsh Farm Futures is the successor body for the existing Marsh Farm Community Development Trust (MFCDT).
- 1.3 Marsh Farm Futures Vision is “to improve the well-being and quality of life for those who live and work in Marsh Farm by working with partners to inspire and empower the community through sustainable opportunities.” Marsh Farm Futures aims to achieve this Vision through a number of strategic objectives. These include developing a programme of support for the local community.

2 FUTURES HOUSE

- 2.1 Marsh Farm Futures is based in the heart of Marsh Farm, at the Moakes in Luton and owns /runs and manages the building.
- 2.2 Futures House is a bespoke low operating cost building, with a gross internal area of 65,000 square feet. As a vibrant, sustainable, and innovatively designed community “hub”, Futures House provides enhanced local public services, including police and community development/care services, as well as providing quality space for business enterprise, a commercial play park and three retail units.
- 2.3 Futures House has a number of key anchor tenancies, as follows:
 - Luton Borough Council – who occupy office space for Council staff and provide a front of house service, point of contact for social services, and the provision of community development services including operation of the multi use hall and hire of the ground floor meeting rooms.
 - Bedfordshire Police – who operate a Community Policing Unit at Ground Floor level.
- 2.4 In addition to the above, space is also provided within Futures House to support the growth of small and medium sized enterprises and businesses. There is also a provision of a cafe and catering facility on the site.

3 OUTSIDE FACILITY

- 3.1 The outside area for the event is located at the front of the building and is 10,000 square meters in size.

4 CONTRACT SCOPE

- 4.1 Marsh Farm Futures is seeking an organisation to help stage an annual event and its aims of community cohesion by bringing the community of Marsh Farm and North Luton together to enjoy the day.
- 4.2 Marsh Farm Futures is seeking an organisation with experience, capacity, and creativity to take on this key operation.
- 4.3 Although not absolutely essential, our selection criteria will favour an organisation who has had previous success in this field.
- 4.4 With the backing of Marsh Farm Futures, the organisation will provide attractions and events that children, young people and adults can join in. Two of the activities are to be main attractions, e.g. a mobile climbing wall, water zorbs, and/or a petting corner etc. The organisation will also need to provide a stage area to include an MC and some stage attractions as well as interactive stalls. All health and Safety documents will be required, such as Risk Assessments, levels of insurance and staffing as appropriate.
- 4.5 The expected date is Saturday, 10th August 2019 (please note that is subject to change). The day will be ready to open to the public between the hours of 12:00 noon to 16:00.
- 4.6 The organisation will be expected to meet on a regular basis with Marsh Farm Futures Community Fun Day Planning Committee, to review ongoing operations of the day. It is also expected that the organisation works closely with the Community & Youth Manager who is the lead officer for this event.

5 DURATION OF THE CONTRACT

- 5.1 It is expected that the service level agreement/contract will be for a period of for 3 years. (Initially for one year, subject to a review, with an opportunity to extend to a further two years).

6. TENDER PROCESS AND TIMESCALES

- 6.1 An open tender process is being used to manage the award of this contract.
- 6.2 Tenders must be returned to Marsh Farm Futures in an 'unmarked envelope' and in accordance with the instructions outlined in Section 7 of this document by no later than 12 Noon 28th June 2019
- 6.3 Any questions relating to the tender process should be directed to Mohammed Rafi by Email: rafi@marshfarmfutures.co.uk .
- 6.4 Any questions received of a substantive nature and the answers provided by the Marsh Farm Futures will be circulated to all organisations that have requested the tender documents.
- 6.5 All tenders will be evaluated against the following criteria:

EVALUATION CRITERIA	
<p>Track Record in Event Management: Higher scores will be given to organisations that describe their experience in event management. It is not essential to have had experience operating in environments similar to Marsh Farm Futures, but it will receive a higher score. Any evidence of high quality service provision through trade references, media, and customer feedback results will be taken into account.</p>	15%
<p>Capacity and Strength of Organisation: Higher scores will be given to organisations that show they have adequate capacity and systems to deliver the service required. You should also highlight the management structure and indicate how the contract quality will be maintained and monitored to the requirement of the service level agreement and regulatory compliance. If the tendering organisation proposes to attract external funding (e.g. training grants) and is dependent upon this to deliver the service, this must be stated, and a track record in successfully attracting this type of grant is essential and must be evidenced.</p>	20%
<p>Community fun Day Concept: We will take into account the level of thought, creativity and originality of the proposal. We will wish to see applications that look well beyond the scope of the event and award higher scores to organisations that have put thought as to how they can maximise use of the outside facilities and benefit the local community. The method of service should be detailed (e.g. What type of stalls, risk assessments for all stalls and attractions, level of insurance and staffing).</p>	25%

<p>Social Outputs and Benefits: It is an expectation of Marsh Farm Futures that the Community Fun Day must offer greater social benefits to the neighbourhood and make better use of the facilities. The panel will favour organisations that produce social benefits.</p>	10%
<p>Financial Projections/Cost: Will be assessed based on the financial projections and costs submitted, and will be evaluated by comparison of submissions and an overall assessment of value for money offered.</p>	30%

- 6.6 In satisfying itself in respect of Tenders received, Marsh Farm Futures may make visits to events being operated by the tenderers, to evaluate the quality of the service or take up references with current customers.
- 6.7 In the tender response where data, detail or statements are given in response to questions, these shall form part of the Contract or the expectations of Marsh Farm Futures, binding commitment of service and support.
- 6.8 Marsh Farm Futures reserves the right to accept tenders in whole or part.
- 6.9 The timetable for the procurement process to award of contract is shown below:
- Tender Documents Issued: 12/06/19
 - Futures House Viewings: 26/06/19
 - Questions Receipt Date: 28/06/19
 - Tender Return Date: 08/07/19 at 12 noon
 - Selection of Preferred Partner: 12/07/19
 - Community Fun Day 10/08/19

7 CONDITIONS OF TENDER

- 7.1 Bidders must ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their bid is accepted.
- 7.2 It is the bidder's responsibility to obtain, at their own expense, any additional information necessary for the preparation of their Tender. The bidder shall be deemed to have full knowledge of the liability to be incurred by reason of the Tender and shall not, after submission, be entitled to increase any prices on the grounds that an error has been made or withdraw the Tender by reason of not having made enquiries which any prudent supplier would have made prior to responding to the Tender.
- 7.3 Marsh Farm Futures will not be responsible for or pay any costs, expenses or losses incurred by any bidder, would be bidder, or bidder who fails to tender, in the preparation and submission of their Tender.
- 7.4 Marsh Farm Futures reserves the right to cancel or withdraw from the tender process at any stage; not to award a contract; to require a bidder to clarify their submission in writing and or to amend the terms and conditions of the tender process.
- 7.5 Marsh Farm Futures reserve the right to reject a bid if it is delivered after the closing date and time for return of the tender or if the tender is incomplete.
- 7.6 Bidders should treat the information within this document as confidential and not disclose the contents to other parties other than for the purpose of developing their bid response.
- 7.7 Bidders should be aware that Information in relation to this tender might be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 or Environmental Information Regulations 2004.
- 7.8 Bidders should identify any information supplied by them that they regard as confidential or commercially sensitive or which should not be disclosed in response to a request for information under the act. Bidders should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.

8 INSTRUCTIONS TO TENDERERS

- 8.1 Tender responses should consist of the following documents:
 - a) A completed Form of Tender – see Schedule 1 attached
 - b) A detailed Method Statement – see Schedule 2 attached
 - c) A financial Plan – See Schedule 3 attached
 - d) A completed Tender Questionnaire and supporting documentation as outlined – see Schedule 4 attached
 - e) A completed Anti-Collusion Certificate – see Schedule 5 attached

- 8.2 Tenderers are requested to make all information requested comprehensive and relevant to the area of enquiry whilst ensuring conciseness of response wherever possible.
- 8.3 Tenderers are required to submit four hard copies and 1 electronic copy on USB of their bid response.
- 8.4 Marsh Farm Futures should receive bids no later than 12 noon on 28/06/19, in an 'unmarked envelope' to:
- Mohammed Rafi
Chief Executive
Marsh Farm Futures
Futures House
The Moakes
Marsh Farm
Luton
LU3 3QB
- 8.5 Proof of posting will not be deemed as evidence of submission and bidders delivering by hand should request a written receipt from the main reception desk.
- 8.6 Prospective tenderers may wish to view the premises to familiarise themselves more fully with the site and buildings prior to submitting their bids. Futures House will be available for viewings at 3rd June 2019. Prospective tenderers wishing to take up this opportunity are requested to contact Mohammed Rafi on rafi@marshfarmfutures.co.uk to confirm their attendance. Prospective tenderers are requested not to make any unannounced/unarranged visits to view Futures House.

SCHEDULE 1 – FORM OF TENDER

Unconditional and Irrevocable Offer to Marsh Farm Futures

To:
Mohammed Rafi
Chief Executive
Marsh Farm Futures
Futures House
The Moakes
Marsh Farm
Luton
LU3 3QB

Having read carefully the Tender for the Futures House Community fun Day.

1. We offer to perform the Services specified and to complete the contract in accordance with the Contract Documents and our Tender for the sum of £

(enter amount in words)
2. We confirm that if our Tender is accepted we will, upon demand:
 - Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force.
 - Sign formal contract documentation if required.
 - Produce good and sufficient sureties or obtain the guarantee of a Bank or Insurance Company (to be approved by you in either case) to be jointly and severally bound with us in a sum equal to the amount specified in the Contract Documents and upon the terms of the form of Bond specified in the Contract Documents.
3. We agree that this Tender shall constitute an irrecoverable, unconditional offer, which may not be withdrawn for a period of 60 days from this date.
4. Unless and until a signed formal offer letter is received, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that Marsh Farm Futures is not bound to accept any tender it receives.

Company*

(1) Signature	(2) Signature
Name	Name
(Director)	(Director/Company Secretary)*

For and on behalf of:
(print Company's full name and registered number)

Registered Address:

Date:

Sole Principal/Partnership*

(1) Signature	(2) Signature
Name.....	Name.....
Job Title/Designation.....	Job Title/Designation.....
.....

For and on behalf of:
(print business' full name)

Business Address:

Date:

**delete as applicable*

SCHEDULE 2 – METHOD STATEMENT

Tenderers should provide a detailed method statement setting out how they will provide the Community Fun Day service at Futures House. In providing their responses, tenderers should include as a minimum details on the following items:

1. Relevant experience and track record in Event Management, and how this will help in delivering this contract.
2. Capacity and strength of the organisation, including management structure and key personnel to be involved in contract delivery.
3. Proposed concept for the Community Fun Day Event. Please attach sample /examples of the services to be provided.
4. Proposed social outputs and benefits.
5. Any other information that you consider may be relevant to your submission.

SCHEDULE 3 – FINANCIAL PLAN

Tenderers are required to submit a detailed financial plan with their bids. It will be important for the plan to be both realistic and robust in its assumptions. As a guide, the following plan headings are provided as an example of what the panel will be seeking to assess, and particular weight will be placed on proving the financial viability of the proposed operation:

- Organisation Background
- Vision and Aims
- Proposed Service Offer
- Operational Requirements
- Financial costs per attraction/event
- Staffing and Management Structure
- Marketing Strategy
- Risk Assessment
- Implementation Plan

SCHEDULE 4 – TENDER QUESTIONNAIRE

Introduction and guidance to prospective tenders

Please complete the questionnaire about your organisation, the services it currently provides and its overall standing.

Please answer the questions specifically for your organisation and not for the group if you are part of a group of companies. However, if you normally use group policies/statements, please answer accordingly.

You must complete all the questions on the following pages. If you provide false information, you will be disqualified.

Answer the questions briefly and concisely. Please try and restrict the length of your answers to individual questions to a maximum of half a page. Please make sure that each lettered section continues to start on a new page.

Do mark supporting documents clearly with the name of your organisation and the number(s) of the questions(s) to which they refer.

We reserve the right to contact your technical referees and we may inspect your facilities or current contracts.

A	GENERAL INFORMATION
A.1	Name of organisation making application:
A.2	Main address for correspondence:
A.3	Address of registered office, if different from above:
A.4	Name and position of person applying on behalf of the organisation:
A.5	Telephone, fax and e-mail numbers:
A.6	Full details of your organisation's membership of any regulatory/professional bodies/technical associations.
A.7	State whether you are a sole trader, partnership, limited company or other.
A.8	Please answer these questions about your directors, partners or associates: 1. Have any of them been involved in any organisation which has been liquidated or gone into receivership? Yes/No

	<p>2. Have any of them been convicted of a criminal offence relevant to the business or profession? Yes/No</p> <p>3. Have any of them failed to pay social security contributions in any EU member state? Yes/No</p> <p>4. Have any of them failed to pay taxes? Yes/No</p>
A.9	Please detail any outstanding claims or litigation against your company
A.10	<p>Please provide information about your organisation including:</p> <p>1. A brief history of your organisation</p> <p>2. Organisational structure</p> <p>3. Geographical locations(s)</p>
A.11	Please provide any further information about your organisation which you consider relevant to your application
For limited companies only – questions A.12 – A.16	
A.12	Please give the firm's date of registration and registration number under the Companies Act 1985 if applicable.

A.13	Is your company public or private?
A.14	Is your company part of a larger group?
A.15	If the answer to A14 is yes, please give the names and addresses of the ultimate holding company, and consolidated companies. State the relationship clearly and include a family tree if available.
A.16	If the answer to A14 is yes, please give the name(s) of any other subsidiaries of your holding company that will also be involved in the services being offered to Marsh Farm Futures.

B	FINANCIAL INFORMATION		
B.1	What is the name and job title of the person in your organisation responsible for financial matters?		
B.2	What is the name and address of your banker?		
B.3	<p>Please send copies of your audited accounts and annual reports for the last three years, including:</p> <ol style="list-style-type: none"> 1. Balance sheet 2. Profit and loss account and cost of sales <p>If either of these are not available, please give the reason.</p>		
B.4	If your last set of audited accounts are more than ten months old, can you confirm that the organisation, as described in the last set of accounts, is still trading?		
B.5	If applicable, please give your VAT registration number:		
B.6	Please give these details of your insurances.		
		Public Liability	Employer's Liability
	Insurer:		
	Policy number:		
	Extent of cover:		
Expiry date:			

C	TECHNICAL INFORMATION AND REFERENCES
C.1	<p>Does your organisation have an accredited quality assurance system? If yes, please enclose a copy of the certificate.</p> <p>Please provide any further details or documentation which describes your approach to service quality.</p>
C.2	<p>Please provide the following reference details for three contracts you are delivering for services similar to those required by Marsh Farm Futures:</p> <ul style="list-style-type: none"> ➤ Contract title ➤ Annual value ➤ Start date ➤ Completion date ➤ Name of referee ➤ Address ➤ Telephone number ➤ Brief description of services provided
C.3	<p>Have you had any penalties imposed upon you on any contract within the last three years? If so, please provide details.</p>
C.4	<p>Please give details of any instances within the past three years where your organisation has had a contract terminated under the terms of the contract or where a contract has not been renewed for failure to perform to the contract terms.</p>

D	HEALTH AND SAFETY
D.1	What are the name(s) and job title(s) of people in your organisation responsible for ensuring that you're Health and Safety policy is carried out in practice?
D.2	How do you make employees aware of your Health and Safety policies?
D.3	Please enclose a copy of your Health and Safety Policy, specified Risk Assessments and arrangements or other declarations or information/instructions issued by your organisation to protect health and safety and prevent risks at work.
D.4	Have there been any notifiable occurrences, fatalities or major injuries in your organisation during the past three years?
D.5	If the answer to D.4 is yes, please give details:

E	EQUALITIES
E.1	<p>Do you have an equality/diversity policy to comply with your statutory obligations under the Race Relations Amendment Act, the Sex Discrimination Act including gender reassignment, Disability Discrimination Act, Employment Equality Regulations on age, sexual orientation and religion and belief?</p> <p>If, yes please attach a copy and tell us how this is promoted and implemented</p>
E.2	<p>Does your equality policy include the commitment not to treat anyone less favourably because of gender, age, religion and belief, colour, race, nationality or ethnic origin, sexuality or disability in relation to decisions to recruit, train or promote employees and in delivering services?</p>
E.3	<p>In the last three years has any finding of unlawful race, sex, religious and belief, age, sexuality, or disability discrimination been made against your organisation by any court or employment tribunal – service provision, contract or employment?</p>
E.4	<p>In the last three years has your organisation been the subject of a formal investigation by the former Disability Rights Commission, Commission for Racial Equality, or the Equal Opportunities Commission or the Equality and Human Rights Commission on grounds of alleged unlawful discrimination – service provision, contract or employment?</p>
E.5	<p>If the answer to E.3 or E.4 is yes, and an adverse finding was made against your organisation, what steps did you take as a result of that finding or termination of contract?</p>

E.6	<p>Is your policy on equal opportunities/diversity set out in:</p> <ol style="list-style-type: none"> 1. Instructions to those concerned with recruitment, training and promotion and service delivery? 2. Documents available to employees, recognised trade unions or other representative groups of employees? 3. Recruitment advertisements or other literature? 4. Service delivery guidance notes or procedures or in your quality manual? <p>Please send examples of the instructions, documents, recruitment advertisements or other literature.</p>
E.7	<p>Do you observe, as far as possible, the Commission for Racial Equality's Code of Practice in Employment, as approved by Parliament in 1983 and amended in 2005? This gives practical guidance to employers and others in the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps which can be taken to encourage members of minority ethnic communities to apply for jobs or take up training opportunities.</p> <p>Do you also observe the Disability Discrimination Act's Code of Practice on Employment and Occupation and the Codes of Practice on Rights of Access, services to the public, public authority functions and private clubs and premises? These give practice guidance on making your employment opportunities and service delivery accessible to disabled people.</p>
E.8	<p>Please provide details of the make up of your workforce specifying the number of men, women, minority ethnic employees and disabled employees and specifying their grades or positions within the company.</p>
E.9	<p>Please indicate, whether you have any targets in relation to the make up of your workforce, or any plans to introduce targets? Please also indicate what steps if any, you are taking to meet those targets?</p>

F	ENVIRONMENT
F.1	<p>Does your company have an environmental policy?</p> <p>Yes/No</p> <p>(If yes please enclose)</p>
F.2	<p>Do you operate an Environmental Management System -EMS?</p> <p>Yes <input type="checkbox"/> go to 4</p> <p>Implementing <input type="checkbox"/> go to 4</p> <p>No <input type="checkbox"/> go to 5</p>
F.3	<p>Please state which Environmental Management System is in operation or being implemented</p> <p>EMAS <input type="checkbox"/> ISO14001 <input type="checkbox"/> Other – please list</p> <p>Date registered.....</p> <p>Registration no.....</p> <p>Verifier’s name.....</p> <p>If implementing please state the date verification expected:</p> <p>Please enclose a copy of the verification certificate</p> <p>Other <input type="checkbox"/></p> <p>Please state.....</p> <p>Date verified.....</p> <p>Verifier’s name.....</p> <p>If implementing please state the date verification expected:</p> <p>Please enclose a copy of the relevant certification</p>
F.4	<p>Do you have a person with specific responsibility for your environmental performance?</p> <p>Yes <input type="checkbox"/></p> <p>Please give name and position</p> <p>No <input type="checkbox"/></p>

F.5	<p>Has the company been prosecuted for breaching any environmental legislation in the past five years or have any actions pending?</p> <p>Yes <input type="checkbox"/></p> <p>Please supply details</p> <p>No <input type="checkbox"/></p>
F.6	<p>Please briefly outline the major environmental impacts of the company and how steps are being taken to improve performance on the areas relevant to the contract. These may include, but are not restricted to the following: Energy and fuel reduction, transport, wildlife, waste minimisation, use of recyclable materials, pollution control, packaging, use of harmful materials, any other initiatives. Please supply details.</p>

G	CERTIFICATION TO BE COMPLETED BY THE PERSON SPECIFIED IN QUESTION A.4
	<p>I certify that the information supplied is accurate to the best of my knowledge and understanding.</p> <p>Your signature _____</p> <p>Name _____</p> <p>Position _____</p> <p>For and on behalf of _____</p> <p>Date _____</p>

SCHEDULE 5 – ANTI-COLLUSION CERTIFICATES

Marsh Farm Futures

Bidder – Anti-Collusion Certificate

The essence of the public procurement process is that Marsh Farm Futures shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle we hereby 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 or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither has any Consortium Member (as defined in the tender documentation):

1. Entered into any agreement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender is made;
2. Informed any other person, other than the person calling for this Tender, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the Tender;
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender;
4. Committed any offence under the Prevention of Corruption Acts 1889 to 1916;
5. Offered or agreed to 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 any act or omission;
6. Canvassed any other persons referred to in paragraph 1 above in connection with the Project;
or
7. Contacted any officer of Marsh Farm Futures about any aspect of the Tender in a manner not permitted by the tender including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Tender or for soliciting information in connection with the Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tender nor (in the event of the Tender being accepted) shall we so while the resulting contract continues in force between us (or our successors in title) and Marsh Farm Futures.

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.

Signed: Signed:

For and on behalf of: For and on behalf of

.....

.....

.....

Dated: Dated:

Marsh Farm Futures

Consortium Member – Anti-Collusion Certificate

The essence of the public procurement process is that Marsh Farm Futures shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle we hereby 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 or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither has any Consortium Member (as defined in the tender documentation):

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2. Informed any other person, other than the person calling for this Tender, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the Tender;
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender;
4. Committed any offence under the Prevention of Corruption Acts 1889 to 1916;
5. Offered or agreed to 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 any act or omission;
6. Canvassed any other persons referred to in paragraph 1 above in connection with the Project;
or
7. Contacted any officer of Marsh Farm Futures about any aspect of the Tender in a manner not permitted by the tender including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Tender or for soliciting information in connection with the Tender.

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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.

Signed: Signed:

For and on behalf of: For and on behalf of

.....
.....
.....

Dated: Dated: