



Invitation to Tender

**To appoint a single contractor to design
and build a Skatepark Facility
for the community of Torpoint, Cornwall**

GENERAL INFORMATION

1.1 The organisation responsible for the creation and issue of this invitation to tender is:

Torpoint Town Council

1-3 Buller Road

Torpoint

Cornwall

PL11 2LD Tel: 01752 814165, clerk@torpointtowncouncil.gov.uk

1.2 Background and Context

The Torpoint Skatepark Redevelopment Project is a major community-led initiative aiming to replace the existing, outdated skatepark in Thanckes Park, Torpoint (PL11 2JN) with a new, inclusive, modern facility. The current skatepark, built around 2006 following an earlier community campaign, has deteriorated significantly and no longer meets the needs or expectations of local wheeled sports users. Its tarmac surface is uneven and unsafe, drainage is poor, and the limited, outdated ramps are not suited to contemporary skateboarding, BMX, scooter riding, or inline skating. Safety concerns have been raised repeatedly by users and parents alike, with the facility frequently described as “dangerous” and “not usable.”

The need for investment has been recognised in Torpoint Town Council’s workplan for several years. In response, the Town Council has earmarked £20,000 in reserves to act as seed funding for the redevelopment, catalysing further fundraising and external support. In 2023, a new constituted community group - Torpoint Ramps Forum (TRF) - was established following initial support from the Office of the Police and Crime Commissioner. TRF has since grown into a key delivery partner, with a committee of local residents, parents and young people who are committed to co-developing a new skatepark through grassroots engagement, consultation and collaboration.

Over the past 18 months, TRF has led a campaign to raise awareness about the condition of the current park and the opportunity to transform it into a safe and inspiring space for all ages. This has included street market stalls, skatepark trips and events, social media campaigning and an extensive community survey. The Torpoint Skatepark Community Survey, in particular, has demonstrated overwhelming support for redevelopment: over 95% of respondents back the project, and more than 90% expressed dissatisfaction with the current facility. Importantly, over 70% of respondents indicated they would use a new skatepark weekly or daily if it were safer and better designed.

Young people and families repeatedly emphasised the social, health and wellbeing benefits of wheeled sports. Skateparks were described as safe spaces that keep young people off the streets, help build friendships, improve mental health, and encourage active lifestyles. Many expressed frustration at having to travel to Millbrook, Plymouth or further to find usable parks, placing unnecessary financial and time pressures on families. There is also a strong sense locally that Torpoint is being left behind, with many surrounding towns now boasting modern, professionally designed concrete skateparks that attract users from far and wide.

The proposed new facility will be a poured-concrete skatepark with a design shaped through community and youth consultation. Priorities include a smooth, safe surface, beginner-to-advanced sections, features such as bowls, halfpipes and flow areas and supportive infrastructure including seating, shelter and lighting. The vision is for a facility that not only serves active users, but also encourages spectatorship, family involvement and intergenerational use. It will form part of a wider ambition to upgrade Thanckes Park as a multi-use recreational hub, aligning with local groups such as Friends of Thanckes Park.

The strategic case for investment is compelling. Torpoint contains areas that rank within the 30% most deprived nationally for education, skills and training. Accessible public infrastructure like skateparks can help to directly tackle these inequalities, offering young people free access to physical activity, creative expression, and social connection. The skatepark project directly supports the Town Council's aims to reduce youth isolation, promote inclusive access to facilities and enhance community cohesion.

With the upcoming housing growth in west Torpoint, this project presents a timely opportunity to invest in high-quality infrastructure that serves both existing and future residents. Torpoint Ramps Forum, together with Torpoint Town Council, now invites tenders from qualified skatepark designers or design-and-build contractors to deliver the concept design stage of this project. This includes public and youth engagement, site assessment, early design proposals and budget estimates for delivery. A formal Memorandum of Understanding between TRF and the Town Council is in development to guide roles and responsibilities.

The successful contractor will demonstrate innovation, community sensitivity and a strong track record in designing inclusive skateparks using modern construction techniques. This first phase of work will result in detailed concept designs and consultation outputs to inform future fundraising, planning and construction phases. Subject to funding, the project aims to complete the new skatepark by Easter 2027.

The location of the proposed new skatepark is Torpoint Skatepark, Thanckes Park, Cornwall, PL11 2JN - [50.380426, -4.206419](#)

IMPORTANT NOTE: We will assess tenders received on a Most Economically Advantageous Tender. It is highly anticipated that the Development & Localism Committee and also Torpoint Town Council will resolve to consider the individual scores and results of the tender process with the public and press excluded, due to the commercial sensitivity of this information. This is pursuant to *Section 1(2) of the Public Bodies (Admission to meetings) Act 1960*

Photos of the existing skate park.





TENDER REQUIREMENTS

2.1 The outcome of this Tender will be to identify and select a single Contractor to take the Project forward from consultation to a final design and a completed installed concrete skatepark, to suit the needs of the local young people whilst taking into account a range of ages, abilities and wheels, e.g. scooters, skateboards and BMX, and also taking account of the site constraints.

This Tender aims to select a Contractor based upon examples of previous work, financial viability, Health & Safety procedures, skills, experience of working with Councils and Community Groups and expertise to deliver a fully funded project from start to finish within budget.

The Applicant is required to provide value for money, use local suppliers where possible, deliver added value, cause minimum disturbance to the community whilst delivering a durable, well designed concrete skatepark built to a high quality that suits the needs of the local young people and adheres to the Authority's requirements.

The Applicant must include a breakdown of costs for the Project proposal, including;

- i) Consultation sessions with local young people
- ii) Creation of 3D visuals
- iii) Topographical survey
- iv) Services searches
- v) Support with obtaining Planning Permission
(cost of application and any surveys requested will be covered by the Council)
- vi) Project management – H&S and CDM compliance
- vii) Provision of JCT Minor Works 2016 with Contractors Design documentation
- viii) Creation of detailed design engineering drawings
- ix) Preliminaries
- x) Groundworks & drainage
- xi) Steelworks
- xii) Concrete
- xiii) Ancillary items (seating, bins, sign)
- xiv) RoSPA Post Installation inspection
- xv) Launch event
- xvi) Any other items (please detail)

2.2 The Contractor will be required to run a minimum of two consultation events with local young people on dates to be agreed.

2.3 It is planned for the skatepark to be completed and opened by Easter 2027 subject to Planning Permission being granted and funds being in place.

2.4 The Contractor will be required to support the Council with the preparation of documentation for a Planning Application. The Council will submit the application and pay the fees to the Planning Authority. Any surveys specifically requested by Planning will be paid for by the Council outside of the tender sum.

2.5 The Contractor must meet the requirements of the JCT Contract, take account of any planning conditions and demands that the Council includes within the project management process.

2.6 The Contractor must not exceed the maximum budget for the project which is £400,000.00 excluding VAT.

2.7 All submissions are required to complete and submit the enclosed Selection Questionnaire.

3.0 SUBMISSION GENERAL INFORMATION

3.1 Submission Requirements

Tenderers submitting a quotation are required to present their proposals in a clear, structured format. Submissions must include all requested documentation and supporting information necessary to fully evaluate the proposal. All information should be concise, clearly labelled, and organised in a way that allows the evaluation panel to easily compare different tenders.

3.2 Added Value

The Applicant will be expected to suggest any added value that their offer might be able to bring to the Council. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

3.3 Performance Management

Applicants should, by way of on-going Contract performance be prepared to produce valuation documentation during the course of the project build at monthly intervals. The format will be agreed between the Contractor and Council.

3.4 Procurement Procedure

Torpoint Town Council is seeking to appoint a single Contractor to Design and Build a Skatepark facility for the Local Community. The information submitted within the Applicant's Offer shall be used by the Town Council as the means to make a Contract award decision.

4.0 BUDGET

4.1 The Contractor must not exceed the maximum budget for the project which is **£400,000.00** excluding VAT.

5.0 TENDER AND COMMISSION TIMETABLE

Milestone	Date
Date Invitation to Tender (ITT) made available to appropriate tenderers and published on the town council website	3 rd October 2025
Last date for raising queries	24 th October 2025
Last date for responses to clarifications to queries	31 st October 2025
Deadline to return ITT	1700 Friday 14 th November 2025
Evaluation of ITT	W/C 17 th November 2025
Results of ITT considered at the Development and Localism Committee meeting – if shortlisted, you may be asked to come and pitch your project.	4 th December 2025
Evaluations reviewed by Torpoint Town Council	18 th December 2025
Award of Contract	19 th December 2025
Contract Start	Easter 2027

The Council reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

6.0 TENDER SUBMISSION REQUIREMENTS

Please include the following information in your Tender submission.

6.1 Covering letter (two sides of A4 maximum) to include:

a) A single point of contact for all contact between the tenderer and Torpoint Town Council during the tender selection process, and for further correspondence.

b) Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines.

c) Confirmation that the tenderer holds current valid insurance policies as set out below and, if successful, supporting documentation will be provided as evidence:

i) Professional Indemnity Insurance with a limit of indemnity of not less than one million (£1,000,000),

ii) Employers Liability Insurance with a limit of indemnity of not less than two million (£2,000,000),

iii) Public Liability Insurance with a limit of indemnity of not less than two million (£2,000,000).

d) Conflict of interest statement.

e) Torpoint Town Council has adopted a Climate and Environmental Action Plan and requires as part of this procurement, information on how your organisation demonstrates its support for 'green initiatives'.

6.2 Examples of two other similar projects that have been completed that demonstrate the ability and experience of the organisation.

7.0 SUB-CONTRACTING

Tenderers should note that a consortium can submit a tender but the sub-contracting of aspects of this commission after appointment will only be allowed by prior agreement with Torpoint Town Council.

8.0 CONFLICTS OF INTEREST

8.1 Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and Torpoint Town Council or its programme team, that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest, which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

8.2 Receipt of this statement will permit Torpoint Town Council to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

9.0 CONTRACT PERIOD

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed and is subject to Planning consent and funding being in place.

10. TENDER CLARIFICATIONS

10.1 Any clarification queries arising from this Invitation to Tender (ITT) which may have a bearing on the offer should be raised by email to:

clerk@torpointtowncouncil.gov.uk in accordance with the Tender and Commission Timetable in section 5.0.

10.2 Responses to clarifications will be advised to all those who have been emailed the ITT and any others who have expressed an interest in the ITT and anonymised.

10.3 No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind Torpoint Town Council unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

11. TENDER EVALUATION METHODOLOGY

Each Tender will be checked for completeness and compliance with all requirements of the ITT. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria.

Tender returns will be assessed on the basis of the following tender award criteria

Ref 6.1 Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed at 6.1.	Pass/ Fail

11.1 Award Criteria

The following criteria and weightings will be applied in the evaluation of the questions asked of Applicants within this section of the Award.

Evaluation Criteria Breakdown	Means of Evaluation	
	Sub Criteria	Main Criteria
Method Statements		100%
Approach	20%	
Quality	30%	
Previous Project Experience	15%	
Management and Communication	10%	
Programme	5%	
Budget management	20%	

11.2 Scoring Guidelines

The questions asked of Applicants within this section of the Award shall be scored using the marking system described within this section. Applicants should refer to the Council's minimum requirements to ensure that they meet or exceed the minimum requirements wherever possible.

Applicants should be aware that the responses provided to the questions will be evaluated in such a way that the highest scores will be awarded to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant's proposal. It should be noted that to achieve the highest scores available the Applicant must not only meet but exceed the Council's minimum requirements, where these are stated.

All scored questions shall be evaluated in accordance with the guidelines below:

Score 0	No response	No response	
Score 1	Extremely Weak	Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	Weak
Score 2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
Score 3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
Score 4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair - Good
Score 5	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Council's requirements to the minimum level	
Score 6	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Council's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements	
Score 7	Good	Good proposal/response that convinces the Council of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	Strong - Excellent
Score 8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	
Score 9	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
Score 10	Outstanding / Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

11.3 Award Questions

Question Number	Question
Approach (20%)	
11.3.1	The Applicant shall provide a method statement detailing how it would plan, manage and deliver the Project
Council's minimum requirements: Please note that the Council is looking for evidence of the Applicant's previous experience in relation to managing and delivering projects of a similar nature to that required here, as well as detail of how that experience will be used during the delivery of this Contract. The Council is also looking for evidence of the Applicant's previous experience of working collaboratively with key stakeholders and engaging in consultation with young people and where that experience will be used during the delivery of this Contract.	
Response:	
Quality (30%)	
11.3.2	The Applicant shall provide a method statement detailing how it proposes to deliver a high quality skatepark that delivers the young people's aspirations on time, within budget, within any relevant planning constraints at competitive construction rates.
Council's minimum requirements: Please note that the Council is looking for evidence that the Applicant has an understanding of managing key stakeholder's expectations within a particular budget envelope. The Council requires a warranty against the concrete structure of a minimum of 15 years	
Response:	
Previous Project Experience (15%)	
11.3.3	The project examples provided as part of the Selection Questions will be used to assess this question.
Council's minimum requirements: The Council is looking for relevant project examples which demonstrate the Applicants' track history of successful delivery.	
Response:	
Management and Communication (10%)	
11.3.4	The Applicant shall provide details of the project team that will be involved in the delivery of this Contract.
Council's minimum requirements: Please note that the Council is looking for the appropriateness of the project team to meet the requirements of the Project, details of their previous experience of working together as a team, the project management structures that will be in place and the means by which they will communicate with the Council and key stakeholders throughout the life of the Contract.	

Response:	
Programme (5%)	
11.3.5	The Applicant shall provide an outline plan for delivering the requirements of the Project
Council's minimum requirements: Please note that the Council is looking for the submission of a realistic programme and completeness of services offered.	
Response:	
Budget Management (20%)	
11.3.6	<p>The Applicant shall describe its proposed approach to managing the budget, working with the Council and Eligible Users to manage any potential cost overruns and reporting cost information to the Council. The Applicant must be mindful of the fact that the allocated budget for this Project is £400,000.00 excluding VAT, which must not be exceeded.</p> <p>A fixed fee for this work (exc VAT) including travel and other expenses. All extra fees & exclusions should be clearly articulated Any indication of added value should be clearly explained.</p> <p>The lowest bid will be awarded the full 20 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = $20 \times \text{lowest bid} / \text{bid}$.</p>
Council's minimum requirements: Please note that the Council is looking for a Contractor that is willing to work with the Council to manage the costs of the project within the allocated budget.	
Response:	

11.4 Project Costings

Applicants must note the total maximum Project budget of **£400,000.00** pounds excluding Value Added Tax or which the Contractor must provide the Project in its entirety.

Applicants are required to give a breakdown of the costs at section **11.5 Activity Schedule below** that would be allocated to each Project task required as against the total Project budget, including as a guide.

The Applicant must include a breakdown of costs for the Project proposal, including;

- i) Consultation sessions with local young people
- ii) Creation of 3D visuals
- iii) Topographical survey
- iv) Services searches
- v) Support with obtaining Planning Permission
(cost of application and any surveys requested will be covered by the Council)
- vi) Project management – H&S and CDM compliance
- vii) Provision of JCT Minor Works 2016 with Contractors Design documentation
- viii) Creation of detailed design engineering drawings
- ix) Preliminaries
- x) Groundworks & drainage
- xi) Steelworks
- xii) Concrete
- xiii) Ancillary items (seating, bins, sign)
- xiv) RoSPA Post Installation inspection
- xv) Launch event
- xvi) Any other items (please detail).

The Applicant may include additional lines within the Activity Schedule as required. The Contractor will not exceed the rates quoted within its Bid at any time during the Contract. Please note that this information will not be scored as part of the procurement process.

11.5 Activity Schedule

Item Number	Description	Unit	Price (£)
1	Consultation (minimum 2 sessions)	Item	
2	Creation of 3D visuals	Item	
3	Topographical survey	Item	
4	Services searches	Item	
5	Support with obtaining Planning Permission	Item	
6	Project Management – H&S & CDM Compliance	Item	
7	Provision of JCT MW Contract Documentation	Item	
8	Creation of Detailed Design Engineering Dwgs	Item	
9	Preliminaries	Item	
10	Groundworks & Drainage	Item	
11	Steelworks	Item	
12	Concrete	Item	
13	Ancillary items (seating, bins, sign)	Item	
14	RoSPA Post installation inspection	Item	
15	Launch Event	Item	
	Total of the prices (excluding VAT)		£

Please add items as required at the end of the list above.

12. PRICE REVIEW FRAMEWORK

12.1 Price Validity Period

As a minimum, all prices submitted must remain fixed and firm for 12 months from date of Contract commencement. In support of this, please detail exactly how long your prices will remain fixed and firm for, for example, see below:

Prices will remain valid for ... years and ... months from the beginning of this Contract (Applicant to complete).

12.2 Price Review Proposals

The Council does not expect the Applicant to implement any price increases throughout the life of this Contract.

The Applicant's signature at the section Pricing Schedule Declaration will be assumed to be an acceptance of this condition. Applicant's whose price review proposal differs from the Council's expectations under this Price Review Proposals must state their proposal below.

Price Review Proposal if different from above:
--

12.3 Contract Renewal

No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Council in writing.

12.4 Pricing Schedule Declaration

The offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

Signed*:	Date:
Name (<i>in block capitals</i>):	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
Organisation name and postal address:	
Telephone No:	Fax No:
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

13. CERTIFICATES

13.1 Conditions of Tender

TORPOINT TOWN COUNCIL	
CONDITIONS OF TENDER	
Reference number and Title of Contract: Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant's Offer	
1.	Tenders are invited for the supply of the goods or services specified or described in the invitation. Tenders with conditions of contract duly completed should be marked with the title of the Contract and returned electronically to: tender@torpointtowncouncil.gov.uk . Tenders must be returned no later than the specified time and date. Tenders received after the time stated or not properly completed will be disregarded. Facsimile copies will not be accepted.
2.	The Contract shall be subject to the specified terms and Conditions of Contract. Offers by Applicants made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. No alteration must be made to the printed conditions or schedules. Any Tenders bearing such alterations will not be considered.
3.	The Council does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as Tendered for separately.
4.	To TORPOINT TOWN COUNCIL I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Council of my/our Tender either in whole or in part, to supply (<i>or perform the services</i>), on such terms and conditions and in accordance with such specifications (<i>if any</i>), as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Council, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.
Signed*: _____ Date: _____	
Name (<i>in block capitals</i>): _____	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

13.2 Certificate of Undertaking and Absence of Collusion or Canvassing

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING	
<p>The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.</p>	
<p>Box A – Consortium</p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none">(a) the consortium's Tender is bona fide and intended to be competitive;(b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;(c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;(d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.(e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.(f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.	
<p>Box B – Single Body and/or Individual</p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none">(a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;(b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;(c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;(d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.(e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.(f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.	
Signed*:	Date:

Name *(in block capitals)*:

In the capacity of: *(State official position, i.e. Director, Manager, etc.)*

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

13.3 Certificate of Confidentiality

CERTIFICATE OF CONFIDENTIALITY	
<p>I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.</p> <p>It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.</p>	
Signed*:	Date:
Name (<i>in block capitals</i>):	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	

13.4 Commercially Sensitive Information

I declare that I wish the following information to be designated as Commercially Sensitive.

--

The reason(s) it is considered that this information should be exempt under Freedom of Information Act 2000 is:

--

13.5 Conflict of Interest

CERTIFICATE OF CONFLICT OF INTEREST	
I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):	
I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.	
Signed*:	Date:
Name (<i>in block capitals</i>):	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
*(<i>It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed</i>).	

14.0 DISCLAIMER

14.1 The issue of this documentation does not commit Torpoint Town Council to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between Torpoint Town Council or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Torpoint Town Council and any other party (save for a formal award of contract made in writing by Torpoint Town Council or on behalf of Torpoint Town Council).

14.2 Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by Torpoint Town Council or any information contained in Torpoint Town Council's publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by Torpoint Town Council for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

14.3 Torpoint Town Council reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

14.4 Cancellation of the procurement process (at any time) under any circumstances will not render Torpoint Town Council liable for any costs or expenses incurred by tenderers during the procurement process.

Appendices:

Appendix 1 Financial Regulations

Appendix 2 Selection Questionnaire

Appendix 3 Skate park Survey Results

Appendix 4 Link to the Torpoint Town Council Strategy:

https://www.torpointtowncouncil.gov.uk/data/uploads/4444_1723994468.pdf