

**SECTION A – INSTRUCTIONS FOR BIDDING**

Southend-on-Sea Borough Council (“the Council”) has a requirement for a Contractor to deliver the 2IMPREZS pupil led behaviour change programme that will need to be delivered to a total of 20 schools in Southend-on-Sea. The programme will set the challenge for schools to achieve a 15% energy consumption reduction through a behaviour change programme that will need to be designed, developed and then delivered in partnership with the Council. Bid Responses must be submitted for the complete provision of the services. Bids relating to only part provision of the required services will be rejected.

Bid Responses and all supporting documents accompanying the Bid Response must be written in English and all monetary figures must be quoted in pounds sterling (£).

There is a single contract on offer to be delivered in compliance with the detailed requirements of Section B (Specification), the Terms and Conditions (Section C) of contract and your organisations completed Bid Response. The Council reserves the right to amend or modify the Bid Documents prior to the award of Contract. All Bidders will be notified in writing of any such amendment.

The preferred bidder will be determined on the basis of the Bid which substantially fulfils the conditions and which is the most economically advantageous following its evaluation against the award criteria below.

The Bid Documents issued include:

Section A: Invitation to Bid (ITB)

Section B: Specification

Section C: Terms and Conditions

Section D: NOT USED

Section E: Bid Evaluation Criteria

Section F: NOT USED

Section G: Bid Forms

**Clarification Requests**

Should Bidders have any query in connection with any of the Bid Documents, or this ITB, you should contact the Council Contact Officer via the Electronic Tender Facility’s message system. The Contact Officer shall use all reasonable endeavours to answer enquiries made**.** Enquiries by means other than the Electronic Tender Facility’s message system will not be accepted. All questions received via the Electronic Tender Facility’s message system by **12noon on Thursday 4th January 2018** together with the answers, shall be circulated in writing via the message system to all Bidders on an anonymous basis, as and when any questions arise.

**Timetable**

Bids must be submitted electronically via the Electronic Tender Facility (being the web-based facility used by the Council which enables the electronic despatch and receipt of Bid documents) for the whole of the Service.

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue of Invitation to Bid (ITB) | Wednesday 20th December 217 |
| Deadline for Suppliers to submit clarification questions | 12 noon Thursday 4th January 2018 |
| Deadline for the Council to submit responses to clarification questions | 4pm Monday 8th January 2018 |
| Deadline for submission of Bid | 12 Noon Monday 15th January 2018 |
| Bid Evaluation commencement | Monday 15th January 2018 |
| Notification of result of Bid evaluation | Monday 22nd January 2018 |
| Contract award and completion of the contract/supplier documentation (i.e. insurances and self-certification sections) | Thursday 25th January 2018 |
| Contract Commencement | Monday 5th February 2018 |

Please note the dates set out above are indicative and are subject to change at the discretion and written notification of the Council.

**Conditions of Contract**

Any contract arising from this Bid process will be based on or subject to the Conditions of Contract set out as part of these Bid Documents.

The Council reserves the right to modify or amend the ITB documentation at any time prior to the deadline for receipt of bids. Any such changes will be notified to the Bidders in writing via ProContract Electronic Tender Facility (the “Electronic Tender Facility”). Where the modifications or amendments are significant, the Council may, at its discretion, extend the deadline for receipt of Bids.

Any such proposed exceptions or amendments to the Specification or the Conditions of Contract must be submitted by the Bidder as part of their Bid Response, using the **Contract Variation Form** provided as part of Section G, and not at a later stage of the procurement exercise. The Council is under no obligation to accept any exception or amendment confirmed in a Bidder’s Contract Variation Form.

Bidders will be deemed for all purposes connected with their Bid Response and the Contract to have carried out and made all researches, investigations and enquiries which can reasonably be carried out and made to have satisfied themselves before submitting their Bid Response.

All costs, expenses and liabilities incurred by any organisation in connection with the preparation and submission of a Bid Response shall be borne by the Bidder. Bidders are responsible, at their own expense, for obtaining all information necessary for the preparation of their Bid. This applies whether or not the Bid Response is successful and it also applies to any additional costs that may be incurred by modification or amendment either to the Bid requirements or the specification of the required goods and / or services.

A Bidder acknowledges upon submission of their Bid Response that they have satisfied themselves that they fully understand the requirements of this Document and any additional information provided by the Council in response to any Bidder Clarification Request relating to this process.

**Purpose of Documents Issued**

The documentation issued by the Council to the Bidder relating to this procurement shall be treated by the Bidder as being private and confidential for use only in connection with the Bid and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

The Contract and all copies are and shall remain the property of the Council and must not be copied or reproduced in whole or in part, save for the Bidder's own purposes in supplying, delivering and/or supplying the required Services.

**Signature of Bid Form**

Bidders must ensure their Bid Response is signed as per the requirements below:

* + 1. where the Bidder is an individual, by that individual;
    2. where the Bidder is a partnership, by 2 authorised partners;
    3. where the Bidder is a company, by 2 directors, or by a director and the secretary of the company, such persons being authorised for that purpose;

The Bidder shall produce forthwith upon the request of the Council documentary evidence of any authorisation referred to above.

**Non-consideration of Form of Bid**

In its absolute discretion, the Council may refrain from considering a Bid if:

* + 1. the whole of the [Services and/or Goods] are not bid for or there are omissions in the Bid;
    2. it is not in accordance with these Instructions
    3. the Bidder makes or attempts to make any variation or alteration to the Contract except in accordance by the method set out in relation to Contract Variation Form.

**Rejection of Bid**

The Council shall reject a Bid, without prejudice to any other civil remedies available to the Council or any criminal liability the Bidder may attract, if the Bidder:

* + 1. fixes or adjusts the prices shown in its Bid by or in accordance with any agreement or arrangement with any other person or by reference to any other Bid; or
    2. communicates to any person other than the Council the amount or approximate amount of the prices shown in its Bid, except where such communication is made in confidence in order to obtain Bids necessary for the preparation of the Bid or for the purposes of obtaining the necessary insurance, Bond Undertaking or Guarantee Undertaking; or
    3. agrees with any other person that such other person shall refrain from submitting a Bid or shall limit, restrict or reduce the prices to be shown by any other Bidder in its Bid; or
    4. offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or for causing or having caused to be done any act of omission in relation to any other Bidder or any other person's proposed Bid; or
    5. in connection with the award of the Contract, commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under section 117(2) Local Government Act 1972; or
    6. has directly or indirectly canvassed any member or officer of the Council concerning the acceptance of any Bid or has directly or indirectly obtained or attempted to obtain Confidential Information or any information from any such member or officer or any contractor engaged in providing services to the Council concerning any other Bidder or Bid submitted by any other Bidder.

**Contractor’s Warranties**

In delivering a Bid, the Bidder warrants and represents to the Council that:

* + 1. it has not done any of the acts or matters referred to under “Rejection of Bid” ((a) to (f)) and has complied in all respects with, these Instructions for bidding;
    2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder or its employees in connection with or arising out of the Bid are true, complete and accurate in all respects;
    3. it has carried out its own investigations and research, and has satisfied themselves in respect of all matters relating to the Specification, Technical Questionnaire, Commercial Questionnaire and the Terms and Conditions of Contract and it has not submitted the Bid and has not entered into the Contract in reliance upon any information, representations (whether negligent or otherwise) or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
    4. it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
    5. it is of sound financial standing and the Bidder and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in your audited accounts or other financial statements submitted to the Council) which may adversely affect such financial standing in the future;
    6. it has and will have sufficient working capital, skilled employees, equipment, machinery and other resources available to it to supply deliver and (if required) install the specified Goods and/or provide the specified Services in accordance with the Contract and to the Contract Standard for the Contract Period; and
    7. by the Commencement Date you will procure and during the period of the performance of the Contract it will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with and for the duration of the Contract;
    8. it has obtained or will have obtained by the Commencement Date any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the duration of the performance of the Services, obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services; and
    9. any specific provisions, e.g. warranties about obtaining Disclosure and Barring Service staff checks if applicable or complying with other pre-commencement requirements.

**Confidentiality, Freedom of Information and Local Transparency**

All information provided by the Bidders as part of this Bid Process will be treated as “Commercial in Confidence” (except where required in law) and will not be disclosed to a third party without the written permission of Bidders.

Bidders should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (“Act”), all information submitted to the Council may be disclosed by the Council in response to a request made pursuant to the Act. In respect of any information submitted by your organisation, Bidders may consider to be commercially sensitive, Bidders should therefore:

(a) Clearly identify such information as commercially sensitive;

(b) Explain the implications of disclosure of such information; and

(c) Detail the envisaged timeframe during which such information will remain commercially sensitive.

Bidders should note that even where information is identified as commercially sensitive the Council has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked “confidential” or “commercially sensitive” should not be taken to mean that the Council accepts any duty of confidence by virtue of the marking.

Under the Local Transparency Agenda, Local Authorities must publish expenditure on item over £500. As such, any payment made under this contract above £500 will be published on the Councils Website along with the Contractor s name, company registration number and VAT number.

**Bid Evaluation**

The evaluation of written Bid Responses may result in an award of contract.

The Council will examine Bid Responses for completeness and may seek clarification where necessary. Prior to detailed examination, the Council will determine whether a Bid substantially fulfils the conditions in the Bid Documents. A Bid response determined as not substantially fulfilling the conditions in the Bid documents will be rejected.

**Technical (Quality) Questionnaire**

Bidders are advised 70% of the Technical (Quality) allocation for this Bid will relate directly to the responses a Bidder provides in relation to each of the Technical Questions. A Bidders Technical Response will be used to determine their understanding of the requirements and ambitions of the Council in relation to this contract. The final weighted score achieved by each Bidder for Section E (Technical Questionnaire) will be the Quality score used in determining the most economically advantageous bid response.

**Commercial (Price) Questionnaire**

Bidders are advised 30% of the Commercial (Price) allocation for this Bid will relate directly to the responses a Bidder provides in relation to each of the Commercial Questions. The final weighted score achieved by each Bidder for Section E (Commercial Questionnaire) will be the Price score used in determining the most economically advantageous bid response.

The Council shall not be bound to accept the lowest price or any Bid Response submitted in relation to this procurement process. The Council is also obligated to investigate and seek further information regarding any commercial bid submitted which it determines to be abnormally low. The Council will then take appropriate action as a result of its findings.

**Most Economically Advantageous**

The Bidder who achieves the highest score after the combining of the respective Technical (Quality) and Commercial (Price) Scores, will be considered the most economically advantageous bid.

**Minimum Response**

Bidders must provide ***acceptable*** (as a minimum) responses to the Technical Questionnaire in the first instance. Please note that even if a bidder’s total score is the highest but they fail to achieve an acceptable score on the technical stage their bid will not be considered.

**Evaluation Matrix**

Set out in the following Evaluation Matrix is the methodology relating to how a Bidder’s responses to the Technical Questionnaire Responses will be evaluated:

|  |  |  |
| --- | --- | --- |
| Unacceptable / not answered | Question not answered – and / or – Response to the question significantly deficient – and / or - raises fundamental concerns regarding the organisation’s ability to successfully deliver the Contract. Answer does not provide satisfactory evidence as to the organisation’s capability to deliver the contract successfully. | 0 |
| Poor | A response that is inadequate or only partially addresses the question. Response provides only limited evidence as to the organisation’s capabilities to deliver the contract successfully. Raises a large number of concerns and/or includes a large number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | 1 |
| Acceptable | An acceptable response submitted in terms of the level of detail, accuracy and relevance. Answer provides an average level of evidence as to the organisation’s capability. The response raises some concerns and/or includes a significant number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | 2 |
| Good | A good response in terms of the level of detail, accuracy and relevance. The information provides good evidence of the ability of the organisation to deliver the Contract successfully; but does raise minor concerns and/or includes deficiencies around some of the information provided in the response. Does not raise any fundamental concerns regarding the organisation’s ability. | 3 |
| Very Good | A very good response in terms of the level of detail, accuracy and relevance. The information submitted provides significant evidence of the ability of the organisation to deliver the Contract successfully. However, the response lacks a level of detail needed for full marks. The response raises no fundamental concerns regarding the organisation’s ability. | 4 |
| Excellent | An excellent response in terms of the level of detail, accuracy and relevance. The level of information provided is comprehensive and evidences strongly an assurance as to the organisation’s capability to deliver the contract successfully. The response raises no concerns and has no information deficiencies. | 5 |

**Acceptance of Bid**

The Council will not have any obligation to Bidders arising from this Bid process, unless and until, entered into a formal contract with the Bidder for the provision of the Contract that is subject to these Bid Documents.

Following evaluation of the Bid Responses the Council will make a decision on which, if any, Bid Response shall be accepted. For the avoidance of doubt the issuing of these Bid Documents does not commit the Council in any way to award a contract pursuant to this procurement process.

Any acceptance of a Bid Response by the Council and confirmation of this acceptance shall be confirmed in writing to the winning Bidder.

The Council reserves the right to accept part of the Bid unless the Bidder expressly stipulates to the contrary.

If awarded a contract, the Bidder must comply with all the provisions contained in the Bid Documents, subject only to any agreed exceptions and amendments.

**Publication of Award**

The Council will publish details, including price, of the Contract Award on Contracts Finder. Bidders should communicate on their Freedom of Information Form (Section G) any detail(s) which they wish to remain private and the reasons why these details should not be published as part of a Contract Award Notice.

**SECTION B – SPECIFICATION**

**Project Definition and Overview**

**Environmental School Engagement Programme**

**1. Introduction**

In June 2017, Southend Borough Council (the Council) was part of a successful EU funding bid through the Interreg North Sea Programme. The funding has resulted in a project called 2IMPREZS, which brings together partners from England, Belgium, the Netherlands, Denmark and Germany to explore how schools can deliver energy savings in their school building.

The project sets the target of reducing a schools energy consumption by 30% - half of which is achieved through a pupil led behaviour change programme (15%) and the other half through the installation of sustainable energy technologies (15%).

This procurement exercise relates to the 2IMPREZS pupil led behaviour change programme that will need to be delivered to a total of 20 schools in Southend-on-Sea. The programme will set the challenge for schools to achieve a 15% energy consumption reduction through a behaviour change programme that will need to be designed, developed and then delivered in partnership with the Council.

The primary audience of the programme will be primary schools.

**2. Purpose**

The purpose of this document is to invite potential consultants to bid for the opportunity to design and deliver the 2IMPREZS School Engagement Programme and help identify how the Council can continue to operate the programme once the EU funding has completed.

**3. Outputs**

Through the procurement of this service the project aims to enable the following outputs:

* Design of the 2IMPREZS School Engagement Programme.
* Delivery of the 2IMPREZS School Engagement Programme at the Pilot School in Southend on Sea.
* Provide input in to a booklet (online and physical copies) that will be made available to schools to give them ideas for what energy efficiency and carbon saving projects they can deliver at the schools (NB. the Council will cover the cost of printing and designing the booklet).
* Minimum of 4 Lesson Plans covering a selection of energy, environmental and sustainability topics (chosen by pilot school) designed for each of the three phases in the project (12 lesson plans in total)
* Delivery of the 2IMPREZS School Engagement Programme with 10 schools in the 2017/2018 Academic Year.
* Delivery of the 2IMPREZS School Engagement Programme with an additional 10 schools in the 2018/2019 Academic Year.
* Proposal on how the 2IMPREZS School Engagement Programme can continue to operate in the absence of EU funding.

**4. Project Phases**

The Council expects to deliver this project in 3 phases:

* Phase 1: Initial design of the school engagement programme.
* Phase 2: Delivery of the school engagement programme Academic Year 1.
* Phase 3: Delivery of the school engagement programme Academic Year 2.

**4.1. Phase 1: Initial design of the school engagement programme**

This phase will see the consultant work with a Pilot School in the Southend Borough to design and test a 2IMPREZS School Engagement Programme that results in a pupil led behaviour change programme that sets the objective of reducing a schools energy consumption by 15%.

Please note that there will be requirements to meet with the 2IMPREZS partners to find out how other countries are implementing their own behaviour change programme and run the pilot project at a primary school in the Southend Borough.

**4.2. Phase 2: Delivery of the school engagement programme Academic Year 1.**

The 2IMPREZS School Engagement Programme will be run from the start of the next academic year (2017/2018) and the Council will provide the details of the 10 schools for the consultant in May 2018 that the consultancy will be working with to deliver the school behaviour change programme.

**4.3. Phase 3: Delivery of the school engagement programme Academic Year 2.**

The 2IMPREZS School Engagement Programme will be run from the start of the next academic year (2018/2019) and the Council will provide the details of the additional 10 schools for the consultant in May 2019 that the consultancy will be working with to deliver the school behaviour change programme.

**5. Budget**

In total the Council has a total budget of €70,000 to deliver the 2IMPREZS School Engagement Programme. Consultants should be aware that they will be paid at the exchange rate on the day of the agreed payments. The exchange rate as of 13th December 2017 is £1 equals €1.14, which would mean that the consultancy work on today’s exchange rate would be worth £61,542.

* Phase 1 has been allocated €20,000 (£17,583 at 1.14 exchange rate)
* Phase 2 has been allocated €25,000 (£21,980 at 1.14 exchange rate)
* Phase 3 has been allocated €25,000 (£21,980 at 1.14 exchange rate)

Please note that the amount payable in pound sterling can therefore fluctuate and the above is for guidance purposes.

**6. Decision-Making Criteria**

The following criteria will be considered in choosing the consultant to complete the

* Proven track record of delivering school engagement on energy, environmental and sustainability issues to primary schools in the UK (to include CVs of key personnel delivering the work – 2 page maximum).
* Relevant experience in creating school lesson plans on topical energy, environmental and sustainability issues.
* Outreach opportunities with other primary schools in the UK (including social media) – one of the objectives of the 2IMPREZS project is to disseminate project results to schools across the UK and participating countries.

**7. Other Details**

Please note that due to the nature of delivering an EU project, the work may require travel to the EU partners of 2IMPREZS, for example to give a talk about the work that the consultants have undertaken. The Council will cover the expenses associated with this, including travel, accommodation and subsistence.

**Contract Management**

The Contractor will designate a senior manager as the Contract Manager to oversee the running of this Contract.

The Contractor is required to proactively arrange and partake in monthly review meetings / conference calls with the Council. The purpose of these reviews meetings / conference calls is to ensure compliance to the contract and to discuss any issues regarding the Contract. The Contractor must ensure that such reviews meetings / conference calls are arranged for a time convenient for the Council.

Responsibilities of the Contractor’s Contract Manager will include but will not be limited to:

* Ensuring that all work is carried out in accordance with the requirements of the Contract
* Discuss financial aspects relating to the Contract
* Monitoring and reporting to the Council on the Contractors provisioning of the contract when required by the Council.
* The Contractor must at all times consult fully with the Council and keep the Council fully informed of all issues which could have a negative effect on the running of the contract. In addition, as and when requested by the Council, the Contractor shall liaise with and provide all such information as the Council may reasonably require and which is in the Contractor’s possession and control.

The Council’s Programme Co-ordinator reserves the reasonable right to convene a meeting with the Contractor’s designated Contract Manager at any time.

The Council reserves the right to change its own Programme Co-ordinator without notice to the Contractor.

The Contractor will ensure that it resolves all queries raised by the Council’s Programme Co-ordinator within 48 hours.

The relationship between the Contractor and the Council must be established as a working partnership with close liaison and discussion being a regular feature of the Contract.

The Contractor is to be responsible for self-monitoring, reporting and service improvement. The Council will require access to written evidence of this process including the formal reporting of performance against targets. The Council may perform checks to verify the claimed performance indicators.

**Audit**

Any consultations, reviews, audits or any other actions as may be necessary for compliance with the requirements of the Council must be performed at no extra cost by the Contractor.

**SECTION C – Terms and Conditions**

# \*\*Issued as a separate attachment\*\*SECTION D – Not Used

**SECTION E** –**BID EVALUATION CRITERIA**

Quality, measured via responses (Method Statements) to the questions within the online Technical Questionnaire. Each question will be scored out of 5. **(Please note: Bidders must have provided ‘acceptable’ responses to the Technical Questionnaire to be considered for the contract).**

Price submission (Commercial Questionnaire).

| **CRITERIA** | **EVALUATION METHOD** | **PERCENTAGE**  **SCORE** |
| --- | --- | --- |
| Price | Commercial Questionnaire (Price Submission) | 30% |
| Quality | Quality assessment of the responses to the questions within the Technical Questionnaire | 70% |

# TECHNICAL QUESTIONNAIRE (70% Weighting)

1. Information relating to relevant experience of working with primary schools and include a CV of key personnel who would deliver the work (maximum 2 pages per CV) – Weighting 25%
2. A case study detailing an example of a school programme that you have been involved in or run (maximum 2 pages of A4) - Weighting 15%
3. An example of a lesson plan that the consultancy has prepared for schools (no page limit) and a list of three ideas of how a primary school can save energy and carbon in their school (maximum 2 pages) - Weighting 15%
4. Detail how your organisation can support outreach and dissemination of the programme to a wide-audience of school, for example social media Weighting 15%

# COMMERCIAL QUESTIONNAIRE (30% Weighting)

Bidders are required to complete the commercial spread sheet and submit a total cost for the day rates and total cost of the Contract. The costs will be combined to determine an Overall Total Cost Bid. The respective Overall Total Cost Bids from each Bidder will be the cost information used to determine the most economically advantageous Bid.

The lowest Overall Total Cost Bid (Bid) for the completion of the contract received in relation to the Commercial Questionnaire will receive the maximum score. All other Bids received will be allocated as a percentage score of the lowest Bid; this will be achieved by dividing the lowest Bid value by the higher Bid value and multiplying it by the percentage score available.

The weighted value for this Commercial Questionnaire is 30%.

**Pricing of Bids**

Bidders must complete all fields, requiring a fixed total price, in £’s and pence relating. The pricing submitted for each one of these cells by a Bidder must be accurate and must be submitted as confirmed in the Pricing Table. This will be the pricing that will be applied to the contract should your organisation be successful. Therefore, failure to complete or provide the information requested against each Time period will automatically lead to rejection of the Bid.

Bidders must ensure the pricing submitted for the Commercial Questionnaire is inclusive of all related costs. This includes but is not limited to; all expenses (including travel), disbursements, management, supervision, materials, equipment, labour, training, and all associated operating costs to provide the required goods and services to the standard required by the Council, as well as all liabilities and obligations, whether expressed or implied by, or incumbent upon, the Contractor pursuant to the Contract.

**Fixed Price**

The Commercial Submission that goes in part to make your organisations Bid Response is accepted on the basis the costs confirmed will be the maximum payable by the Council, for the duration of the contract, for the requirement set out in these Bid Documents. The Contractor will not be permitted and will not be entitled to claim and the Council will not allow any increase in the price of the Contract or the prices included as part of your Organisations Bid Response, should your Organisation prove successful.

**V.A.T**

The price inserted by the Bidder must be based on pricing that excludes Value Added Tax (V.A.T). This tax, if applicable, will be paid by the Council as an addition at the appropriate rate on the invoices when submitted.

**Section F: NOT USED**

# Section G: Bid Forms

**CONTRACT VARIATION FORM**

**BID FORM**

**CERTIFICATE OF BONA FIDE**

**FREEDOM OF INFORMATION**

**PREVENTION OF FRAUD & CORRUPTION: WHISTLE BLOWING**

**CHECKLIST OF DOCUMENTS TO BE RETURNED**

**All Bid Forms requiring a signature must be fully completed, signed and uploaded as part of your Organisations Bid Response.**



**contract variation form**

Please detail below all matters (Technical, Commercial or Contractual) where your organisation is unable to comply with the requirements laid down in the Bid documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance.

BIDDER:

PAGE OF\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| Section of Bid Document / Specification | Area of Non-Compliance | Extent of Non-Compliance / Alternative Proposal |
|  |  |  |

|  |  |
| --- | --- |
| **Signed** |  |
| **Print Name** |  |
| **Dated** |  |
| **Job Title** |  |
| **Company Name** |  |



**BID FORM**

Name / Position: [INSERT NAME & POSITION]

Address: [INSERT FULL COMPANY ADDRESS]

Date: [INSERT DATE]

**RE: Environmental School Engagement Programme**

I/We the undersigned return this Bid Response and acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Bid (receipt of which is also acknowledged) of which the following form part, all duly completed in full where appropriate:

Section A: Invitation to Bid (ITB)

Section B: Specification

Section C: Terms and Conditions

Section D: NOT USED

Section E: Evaluation Criteria

Section F: NOT USED

Section G: Bid Forms

Appendix A: Ideas in Motion brand identity and usage guidelines

Appendix B: SEAT bid document

Appendix C: SEAT key performance indicators and outputs

I/We unconditionally and irrevocably offer to enter into the Contract and deliver the goods / services in relation to the Bid Exercise (as set out in section A (Invitation to Bid)

I/We agree to the prices as set out in Section F (Commercial Questionnaire)

I/We confirm that:

* + - * 1. I/We are fully conversant with every part of the Invitation to Bid and its annexures, and
        2. this Bid is strictly in accordance with all and every provision of the Invitation to Bid including, without limitation, the Invitation to Bid.
        3. All information representations and any other matters of fact communicated to the Council (whether in writing or otherwise) in connection with or arising out of this Bid are submitted in good faith and are to the best of my/our knowledge true, complete and accurate in all respects.

I/We agree that this Bid shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 90 days from the Closing Date set out in the Invitation to Bid, or such longer period as may be agreed by the Council.

I/We undertake to execute the Contract substantially in the form annexed to the Invitation to Bid.

I/We certify that I/We have not communicated anything contained in the Invitation to Bid or its annexures to any other person except in accordance with the Invitation to Bid or adjusted our Bid in accordance with any agreement or arrangement with any other person or organisation in the terms set out above.

I/We acknowledge that the Council is not bound to accept the lowest or any Bid they may receive, and reserve the right at their absolute discretion to accept or not to accept any Bid.

I/We certify that we have full power and authority to enter into the Contract and deliver the goods / services.

I/We certify that I/we are of sound financial sounding that will enable us to carry out our obligations under the Contract in full and are not aware of any circumstances which might adversely affect such financial standing in future.

|  |  |
| --- | --- |
| Name of the Organisation / Business Submitting this Bid Response: |  |
| Signed for and on behalf of the Organisation / Business Submitting this Bid Response: |  |
| Print Name: |  |
| Signee’s Position / Role  within Organisation / Business named above : |  |
| Dated | …………………. day of ………………………. |



**CERTIFICATE THAT THE BID IS BONA FIDE**

In recognition of the principle that the essence of selective Bidding is that the Council shall receive bona fide competitive Bids from all those Bidding WE CERTIFY THAT:

The Bid submitted herewith is a bona fide Bid, intended to be competitive.

We have not fixed or adjusted the amount of the Bid under or in accordance with any agreement or arrangement with any other person.

We have not done and we undertake that we will not do at any time before the hour specified for the return of the Bid any of the following acts:

* Communicate to any other person other than the persons calling for these Bids the amounts or approximate amount of the proposed Bid (except where disclosure, in confidence, of the approximate amount of the Bid is essential to obtain insurance premium quotations required for the preparation of the Bid);
* Enter into any agreement with any person that he shall refrain from Bidding or as to the amount of any Bid to be submitted; and
* Offer or pay or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Bid or proposed Bid any act or thing of the sort described above.

In this certificate:

“persons” includes any person or body or association or partnership corporate or unincorporated.

“any agreement or arrangement” includes any transaction of the sort described above, formal, or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Dated | …………………. day of ………………………. |
| Name of Bidding Organisation: |  |
| Print Name of Person who is signing this form on behalf of the Bidding Organisation |  |
| Signature of Person who is signing this form on behalf of the Bidding Organisation |  |
| Position / Role of Person signing this form on behalf of the Bidding Organisation |  |
| Address: |  |



**FREEDOM OF INFORMATION ACT**

The Council is committed to meeting its responsibilities under the Freedom of Information Act 2000 (FOIA). All information submitted to the Council may be subject to disclosure to a third party in response to a request for information under the Act. The Council may also decide to include certain information in the publication scheme that we maintain under the Act. Bidders are accordingly required to complete and return Schedule FOIA with their Bid for the purpose of identifying any information included in their submissions that they consider exempt from disclosure under the Act.

|  |  |  |
| --- | --- | --- |
| Section of Bid Document | Area to be considered exempt from disclosure (including the applicable exemption & reason given for its application) | How long exemption is considered to apply |
|  |  |  |
| **Signed** |  | |
| **Print Name** |  | |
| **Dated** |  | |
| **Job Title** |  | |
| **Company Name** |  | |



**Prevention of Fraud & CORRUPTION: Whistleblowing**

**Notice to potential contractors of**

**Southend on Sea Borough Council**

**Prevention of fraud & corruption**

The Council is committed to the highest standards of propriety in the delivery of its services ensuring the proper stewardship of public funds. We would like to encourage firms that want to contract with us to adopt this principal as well.

To support this commitment, we operate within the requirements of our Anti Fraud and Corruption and Whistle Blowing Policies, (also known as the Confidential Reporting Policy). When working for us, we would expect your company and employees to do the same.

The Whistle blowing Policy sets out how to bring concerns to our attention and details the protection afforded to both companies and individuals in such circumstances.

Further information about these policies can be found at:

<http://www.southend.gov.uk/content.asp?content=3820>

Therefore, if concerns arise during either a contract letting exercise or the operation of a contract, you should let us know contacting:

* Counter Fraud Team on 01702 215254 or via [counterfraud@southend.gov.uk](mailto:counterfraud@southend.gov.uk), or 0300 099 9111
* the Council's Confidential Report Line on 01702 215215



**Checklist of documents to be returned by each Bidder**

**To be submitted electronically with the Forms of Bid along with the requisite documents.**

|  |  |
| --- | --- |
| **BID RESPONSE CHECKLIST** | **Please Tick once you have completed and uploaded for submission** |
| **Section D:** Not Used |  |
| **Section E:** Responses Technical and Commercial Questions (to be attached and uploaded) |  |
| **Section F:** Not used |  |
| Section H: **Section G:** **1)** Contract Variation Form, **2)** Bid Form, **3)** Certificate of Bona Fide, and **4)** Freedom of Information (to be attached and uploaded) |  |