**INVITATION TO TENDER**

**FOR**

**Energy Management**

**Procurement, Bill Validation and Associated Services**

**Return Date of Tender: Friday 28 February 2020 at 17:00 Hours**

**Date: 7 February 2020**

**Energy Management: Procurement, Bill Validation and Associated Services**

Nacro is pleased to invite you to tender for the above opportunity (‘the Tender’).

Nacro is seeking a new supplier arrangement to provide energy management and associated consultancy and related services through the appointment of an Energy Manager for the next three years with a possible extension of two years.

The Energy Manager will: -

1. provide specialist procurement advice in relation to energy supply;
2. manage energy data and bill validation;
3. manage and monitor energy markets;
4. provide monitoring, targeting and usage data analysis;
5. add new supplies to the corporate energy contract and remove supplies from the contract from property that may be disposed of.

The Invitation to Tender will close at **5 p.m. on Friday 28 February 2020.**

Enclosed are the following sections:

* Section 1 (page 3) Instructions on tendering procedures
* Section 2 (page 6) Specification of requirements
* Section 3 (page 17) Further information on tendering procedure
* Section 4 (page 19) Declarations and information to be provided;

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Questions for tenderers

* Annex A: Pricing schedule
* Annex B: Current Meter Points Estate

Please register your interest in submitting a tender for this project by emailing **procurement@nacro.org.uk**quoting the tender reference number in the subject field. This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned electronically before the tender deadline **Friday 28th February 2020 at 5 p.m.**

I look forward to receiving your response.

Yours sincerely,

Rocco Zitola

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for **Energy Management: Procurement, Bill Validation and Associated Services**

Deadline for Tender Responses: **Friday 28th February 2020, 5 p.m.**

**Contents**

1. Indicative Timetable 3

2. Procedure for Submitting Tenders 3

3. Evaluation of Responses 4

4. Terms and conditions applying to this Invitation to Tender 4

5. Further Instructions to Contractors 4

6. Checklist of Documents to be returned 5

# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. Nacro reserves the right to vary this timetable. Any variations will be published or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Advert and full invitation to tender issued | 7 February 2020 |
| Deadline for questions relating to the tender | 18 February 2020 |
| Responses to questions published  | 20 February 2020 |
| Deadline for receipt of tender | 28 February 2020 |
| All suppliers alerted of outcome | 6 March 2020 |
| Contract award on signature by both parties | 16 March 2020 |
| Contract start date | 21 March 2020 |

The contract will be for an initial period of **three** years unless terminated or extended by Nacro in accordance with the terms of the contract.

# Procedure for Submitting Tenders

**The maximum page limit for tenders is 20 pages.**

Please send your tender to procurement@nacro.org.uk

For questions regarding the procurement process, please procurement@nacro.org.uk

Tenders will be received up to the time and date stated. Please ensure that your tender is submitted not later than the appointed time on the appointed date. Nacro does not undertake to consider tenders received after that time. Nacro requires tenders to remain valid for a period indicated in the specification of requirements.

Nacro shall have the right to disqualify you from the procurement process if you fail to complete your response, or if you do not return all documentation and declarations requested in this ITT. Nacro shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email procurement@nacro.org.uk

All questions should be submitted by **Tuesday 18th February 2020 at 12 p.m.;** questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of **Thursday 20th February 2020** and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then consider that reply when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from Nacro any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

# Terms and conditions applying to this Invitation to Tender

Nacro’s conditions of Contract will apply to this contract. These can be obtained by contacting procurement@nacro.org.uk

# Further Instructions to Contractors

Nacro reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by **25th February 2020 at 12 p.m.** Where amendments are significant, Nacro may extend, at its discretion, extend the deadline for receipt of tenders.

Nacro reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process.

Contractors should also note that, in the event a tender is considered fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

By issuing this invitation, Nacro is not bound in any way, does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

# Checklist of Documents to be returned

* Proposal (maximum 20 pages)
* Annex A : Pricing schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest
* Declaration 4: Code of Practice

**Section 2**

**Specification of Requirements**

Invitation to Tender for **Energy Management: Procurement, Bill Validation and Associated Services**

Deadline for Tender Responses: **Friday 28th February 2020, 5 p.m.**

**Contents**

1. Introduction and summary of requirements 6

2. Aims and Objectives 7

3. Methodology 9

4. Quality Assurance 11

5. Ethics 11

6. Working Arrangements 12

7. Skills and experience 12

8. Consortium Bids 12

9. Budget 12

10. Evaluation of Tenders 13

# Introduction and summary of requirements

Nacro are looking to procure an **Energy Manager** that will assist in the procurement, bill validation and associated energy activities of the business.

Nacro are looking for a high-quality solution from high quality providers to deliver a service that is focused around the needs of Nacro. Tenderers are requested to study the Tender document and any attachments in detail and ensure that the specified requirements can be met. Thus, your understanding of our requirements should be reflected in your Pricing schedule return.

The contract for Energy Procurement and Associated Servicesis expected to commence 2**1st March 2020** (estimated date), with the exact dates to be agreed between the successful provider and Nacro.

Nacro wish to secure efficiencies and economies of scale by means of a procurement exercise. This will be achieved through the **M**ost **E**conomical **A**dvantageous **T**ender submitted.

The principal benefits anticipated by Nacro in this procurement include:

* Ability to maximise opportunities for best value and efficient services.
* Provide strategic advice on the procurement of energy at competitive prices within agreed risk appetite
* To allow bidders to explore efficiencies, by recommending innovative and cost-effective solutions.
* Presentation realisation of cost savings to Nacro in order to maximise economical operational efficiency and value for money.

The Contract/s will be awarded for period of 3 years with a further 2 years subject to successful review

# Aims and Objectives

Organisations have a responsibility to use energy as efficiently as possible, for both financial and environmental reasons. The following services are envisaged to help Nacro with such responsibilities:

**Invoice Validation**

We are seeking a contractor to check energy invoices on Nacro’s behalf to ensure the correct amount is paid. Utilising invoice validation services will help minimise problems such as:

* 1. Incorrect prices, tariffs and VAT being charged
	2. Inaccurate meter readers and usage data
	3. Excessive energy consumption

This will be established by:

1. establishing online accounts with electricity and natural gas suppliers to enable both consumption data and copy bills electronically to be available
2. A meter reading routine, providing meter-reading, with Nacro and its staff.
3. Providing actual meter readings to the nominated supplier monthly/quarterly, on behalf of Nacro
4. Providing consumption data to Nacro and analysis on a monthly/quarterly basis.
5. Raising the following reports on a monthly/quarterly basis:

- Monthly/Quarterly consumption report

- Graph of Monthly/Quarterly consumption.

- Monthly/Quarterly Bill Value summary.

- Monthly/Quarterly expenditure report

- Monthly/Quarterly emissions report

Such reports to be by property type and across the whole estate and accessible to Nacro on a timely manner

1. Review Monthly/Quarterly consumption; identify any anomalies requiring further investigation with the supplier.
2. Review Monthly/Quarterly expenditure; identify any over/under payments to be investigated further with the supplier.
3. Keep an account of the value of any over/under payment made to the supplier over a rolling 12 months.
4. Maintain a database of Nacro electricity and gas supply points, utility parameters, the nominated supplier, contract commencement date and earliest termination date including notice period requirement.
5. At the end of each electricity/gas service, carry out a consumption, cost reconciliation, and advise Nacro of any claim for under/overspend during the contract period.
6. In reference to water and sewage services, provide a monitoring service and identify any charging errors.

**General Service**

Keep under review and advice upon energy market trends, purchasing strategies, environmental strategies and government regulations.

**Electricity and Gas Procurement**

Liaise with Nacro’s suppliers to obtain detailed historical usage and expenditure data.

Production of demand & usage profile sheets for inclusion in the Invitation to tender documentation.

Production and despatch of Invitation to Tender documentation.

Analysis of supply offers received.

Provide Best Contract and Group Financial Summary Reports.

Keep Nacro apprised of progress.

Provide a report detailing actions undertaken, prices obtained, forecast of expenditure & usage for next 12 months and Best Contract Report.

Assist Nacro with any contract issues during first four weeks of new supply contract.

Review and advise Nacro on the opportunities to purchase electricity and gas from greener sources within an overall energy strategy.

**Smart Meters/Automatic Meter Readings**

To investigate, advise and assist upon the funding of smart meters and to provide management support for the deployment of smart meters within Nacro’s estate. To negotiate data extracts from such systems and incorporate the same data within management reports to Nacro.

**Current Meter Point**

The current meter points are listed in Annex B

Tenders are advised that as a Social Housing Provider, there are regular changes (Change of Tenancy) to the estate

A current issue is around the acquisition of new properties with pre-payment meters in situ. We wish to see a simple and accelerated transfer to standard metering arrangements.

**The overall aim of the project**

* Provide strategic energy procurement advice and recommendations to Nacro
* Advise upon energy procurement including fixed vs variable rates/term; individual tender vs framework procurement/group arrangements
* Provide compliant energy procurement to Nacro
* Implement energy procurement in agreement with Nacro including oversight of supplier contracting, exit and transition and smart metering optimisation
* Support the transition of energy supplies, contracts and accounts
* Managing the roll-out of smart metering
* Implement energy procurement in agreement with Nacro including oversight of supplier contracting, exit and transition and smart metering optimisation
* Advise on establishment of timely and meaningful usage data to enable managers and service users to control energy usage
* Set up and provide account validation services ensuring that only valid supplier charges are paid and that supplier accounts are kept current
* Manage energy supplier relationships
* Provide additional Value for Money services to Nacro, such as site surveys for key sites enabling realisation of savings and income-generating opportunities
* Advise on and Implement green procurement policies as stipulated by Nacro
* Drive meaningful behavioural change in energy awareness and consumption across Nacro
* Advise on capacity charges (KVAs) and opportunities to reduce contracted capacity with energy utility companies
* Cost effective delivery of the above services

# Methodology

This section outlines the questions that we require the contractor to address.

The parameters and questions indicated here are not intended to be an exhaustive list, and others may come to light during the contracting period, due to the fact that Nacro is a contracting organisation with a significant amount of change in estate.

* 1. **Fee Structure –** How much is the service to cost and how can this be funded
	+ Confirmation as to whether there are any commissions earned and how these are applied to benefit Nacro
	+ Whether the Energy Manager will offer a fixed or flexible fee structure (or a combination of both)
	+ How the fee to the Energy Manager will be charged – per meter point per annum; as an additional cost added to the energy price (price per therm/KWh); or as a fixed service charge; or a combination
	1. **Energy Procurement** – A review of the current market and the market potential
* Compliant with Public Contracts Regulations/OJEU
* Provide and advise Option appraisals against collective or group purchasing, frameworks, and distinct tender/procurement
* E-auctions
* Either short-term or long-term energy contracts
	1. **Administration –** to provide overall account management and
* Proactive and effective Supplier account management to agreed SLAs or KPIs
* Timely Escalation and resolution of service and account issues
* Property management (additions and closures (COTs)
* To provide estimated spend and analysis to assist with internal budgeting
* Establishing online accounts with the electricity and natural gas suppliers to enable both consumption data and copy bills electronically to be available
* Advise on meter reading capture approach – and oversee implementation
* Authorise for payment invoices
* Filter and reject over-charging and invoices with incorrect VAT
* Provide validation of meter readers and usage data
* Identify excessive energy consumption in a timely manner presenting information to Nacro for management and service user action
	1. **Consumption monitoring and reporting** - Provide timely information for the estate on :
* Consumption
* Value summary.
* Expenditure
* Emissions

Highlighting anomalies for investigation and resolution either with supplier (by yourselves) or with Nacro

* 1. **Smart Metering**
* Explore funding opportunities and cost to deploy
* Ensure effective utilisation of smart metering ensuring optimal arrangements in place for transition between suppliers to ensure minimum disruption for Nacro and its service users
* Co-ordinate the delivery/deployment of a programme of AMR installations across Nacro
* Ensure Nacro is able to effectively capture and interrogate metering information
	1. **Additional/Optional Services** – The Energy Manager should either hold the capacity to offer, or subcontract and/or provide a supply chain to provide the following additional services.

**The cost to deliver these additional services should not be included within the Fee Structure. The Energy Manager should detail what additional cost (if any) may arise separately, and/or what service elements are included within their offer.**

* Energy Surveys and reports
	+ Site surveys to identify energy and carbon reduction opportunities
	+ Options report and review ongoing review of energy saving or efficiency improvement opportunities
	+ Technology
	+ Business case analysis
	+ KVA and half-hourly data reporting
* Energy/Environmental advice
	+ Assist production/supply
	+ Advice for residents
	+ Advice for office users
	+ Carbon reporting
	+ Reports and submissions to annual VfM statement
* Water Services
* Procure and establish contracts in preparation the new retail market for non-household users of water and sewage
* Strategy advice

# Quality Assurance

Tenderers should clearly outline their proposed approach to quality assure all information collected through the study.

# Ethics

All applicants will need to identify and propose arrangements for initial scrutiny and on-going monitoring of ethical issues. The appropriate handling of ethical issues is part of the tender assessment exercise and proposals will be evaluated

# Working Arrangements

The successful contractor will be expected to identify one named point of contact with whom all enquiries can be filtered through. A Nacro account manager will be assigned and will be the central point of contact.

# Skills and experience

Nacro would like you to demonstrate that you have the experience and capabilities to undertake the project. Your tender response should include a summary of each proposed team members experience and capabilities.

 Contractors should propose named members of the project team and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

# Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. However, please note Nacro reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

Nacro recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to Nacro so that it can make a further assessment by applying the selection criteria to the new information provided.

# Budget

The annual budget for each the project is estimated to be between **£20,000 and £50,000** excluding VAT. Cost will be a criterion, against which bids will be assessed.

Contractors are asked to consider how their services are paid for: either as a charge to Nacro, or as an additional cost recovered through utility/meter/ cost. In either case, full and open details must be presented.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

Nacro aims to pay all correctly submitted invoices as soon as possible from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

# Evaluation of Tenders

Contractors are invited to submit full tenders of no more than 20 pages, excluding declarations. Tenders will be evaluated by at least three Nacro staff.

Nacro will select the bidder that scores highest against the criteria and weighting listed below:

**Conflict of interest:** pass/fail.

Nacro standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest.

Conflict of interest is defined the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the award of a contract or that appointment.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangement such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest.

The process by which this is managed in the procurement process is as follows:

* **During the bidding process, organisations may contact Nacro to discuss whether their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published (in a form that does not reveal the questioner’s identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
* **Contractors are asked to sign and return Declaration 3 (page 20) to indicate whether any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
* **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest that may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in Nacro’s right to terminate any contract awarded.

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

|  |  |  |
| --- | --- | --- |
| **Description** | **Weighting** | **Description/Requirement** |
| **Conformance to Mandatory Requirements** | Pass/Fail | Submissions which do not, in the opinion of Nacro, meet the Pass/Fail criteria set within the Tender document will not be taken forward to any subsequent stages of the Tender evaluation. |
|  |  |  |
| **1. Technical merit** | 50/100 |  |
| * Mobilisation
 |  | Please describe how you will work with Nacro to mobilise the contract. This should include the plan of actions required to mobilise by the 21 March 2020 including estimates of timescales and key milestones. You should also confirm the level of input required from Nacro to achieve each of the key milestones. |
| * Market Intelligence and Purchasing
 |  | Please explain how you monitor the energy markets, and other fundamental factors, which affect those markets, and how you analyse this information to inform your trading decisions. This should include the % visibility you have of all market bid/offer prices. Please describe how you will work with Nacro to ensure the on-going energy purchasing strategy meets the organisations requirements and anticipated market conditions, in order to deliver the best value for money |
| * Change of Tenancy
 |  | Please describe how you will control the addition of meter sites to the contract, both during a purchasing period and during energy delivering and ensure the changes of tenancy are dealt with within these requirements. Please ensure you describe how you will ensure all prices for additions represent best value for money and how contracts will be placed. |
| * Bill Validation
 |  | Please describe how you undertake bill validation and how much you would expect to recover from suppliers for a portfolio of this size and nature. |
| * Value for Money (VfM)
 |  | Please describe how you will support Nacro in assisting its customers in gaining the best value for money for their energy requirements. |
| * Energy Efficiencies
 |  | Please describe how you will support Nacro in identifying properties where energy efficiency could be improved and how you will help Nacro in undertaking the actions required to achieve this improvement. You should include information on how you identify funding which can be used to achieve this. |
| * Social Value and Environmental Efficiencies
 |  | Nacro aspiration is to improve the social, economic and environmental wellbeing of communities by reducing social exclusion and poverty, building stronger communities, encouraging the development of the economy and supporting an environmentally sustainable future. Nacro’s commitment to deliver ‘social value’ outcomes ensures that wider social and economic issues are taken into account when utilising procurement processes for contracts and the spending of public money.Please describe how you work to support the achievement of Nacro’s social values and environmental commitments. |
| * Smart Meters
 |  | Project management, deployment and data analysis |
| **3. Cost of service** | 50/100 | The Price criteria carry a weighting of 50% of the overall achievable score out of 100%. The supplier must provide an economically sound, innovative and commercially attractive proposal offering outstanding customer service and satisfactionThe Energy Manager should clearly identify how the fee is calculated and offer options for both direct fee arrangements or for charging indirectly by adding a cost to the energy supply/tariff, or combinations of both. |

**Scoring Method**

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

|  |  |
| --- | --- |
| **Score** | **Description** |
| 1 | Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard |
| 2 | Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps  |
| 3 | Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps. |
| 4 | Good: Proposal meets the required standard, with moderate levels of assurance |
| 5 | Excellent: Proposal fully meets the required standard with high levels of assurance |

**Scoring for Pricing Evaluation**

Scoring for the cost effectiveness will take into account the value offered by the proposal. Pricing will based

 Score = Lowest Tender Price/Bidders’ Tender Price x 50

**Structure of Tenders**

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedule attached at Annex A, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

**Bid Clarification**

After reviewing and evaluating the written proposals, Nacro may decide to hold bid clarifications with suppliers.

**Feedback**

Feedback will be given in the unsuccessful letters or emails.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for **Energy Management: Procurement, Bill Validation and Associated Services**

Deadline for Tender Responses: **Friday 28th February 2020, 5 p.m.**

**Contents:**

1. Data security 17

2. Non-Collusion 18

# Data security

The successful tenderer must comply with the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of Nacro and in particular personal information, must be held and transferred securely**.**

**Contractors must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to Nacro**.

Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of Nacro is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* Procedures for storing both physical and system data;
* data back-up procedures;
* Procedures for the destruction of physical and system data;
* How data is protected;
* Data encryption software used;
* Use of laptops and electronic removable media;
* Details of person/s responsible for data security;
* Policies for unauthorised staff access or misuse of confidential/personal data;
* Policies for staff awareness and training of DPA;
* Physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of Nacro. Section 4 contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

* Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
* Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Nacro will disqualify your tender from being considered and may constitute a criminal offence.

**Section 4**

**Declarations to be submitted by the Tenderer**

Invitation to Tender for **Energy Management: Procurement, Bill Validation and Associated Services**

Deadline for Tender Responses: **Friday 28th February 2020, 5 p.m.**

**Contents**

Declaration 1: Statement of non-collusion 20

Declaration 2: Form of Tender 21

Declaration 3: Conflict of Interest 22

Declaration 4: Questions for tenderers 24

#

# Declaration 1: Statement of non-collusion

To: Nacro

1. We recognise that the essence of competitive tendering is that Nacro will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

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

1. communicate to any person other than Nacro the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Declaration 2: Form of Tender

To: Nacro

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by Nacro for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by Nacro we may be required to secure a Deed of Guarantee in favour of Nacro from our holding company or ultimate holding company, as determined by Nacro in their discretion.

6. We understand that Nacro is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

To Nacro:

I have nothing to declare with respect to any current or potential interest or conflict in relation to this tender (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*:

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

**\*** These may include (but are not restricted to):

* A professional or personal interest in this tender
* A close working, governance, or commercial involvement in the project under evaluation
* Current or past employment with relevant organisations
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
* Gifts or entertainment received from relevant organisations
* Shareholdings (excluding those within unit trusts, pension funds etc.) in relevant organisations
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify Nacro straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Declaration 4: Questions for tenderers

In some circumstances, Nacro is required to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption;
 |  |
| 1. the offence of bribery, where the offence relates to active corruption;
 |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
 |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:
 |  |
| 1. the offence of cheating the Revenue;
 |  |
| 1. the offence of conspiracy to defraud;
 |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671);
 |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
 |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
 |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or
 |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.
 |  |

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

**Annex A: Pricing Schedule**

# Please provide your very best pricing offer based on the information and facts presented within this Invitation to Tender.

Please make sure that you ask for any clarification that you may require prior to the deadline so that you are able to price this contract effectively and appropriately.

Nacro reserves the right to ask any supplier for clarification if their pricing structure is abnormally high or low.

Nacro reserves the right to exclude suppliers from this procurement exercise if, following clarification, they are not satisfied that the supplier has submitted a price which accounts for all the facts of this Invitation to Tender.

Nacro reserves the right to benchmark the prices under this contract through the whole life of the contract to ensure that the contract consistently presents the best value for money. This benchmarking includes both the price achieved following energy purchase and the commission levied by the Contractor for delivery the Services.

This pricing structure forms the only basis under which commission and fees can be charged under this contract. Any payments demanded under this contract not contained within this pricing structure will not be paid. Suppliers should ensure that any concerns with this pricing structure are raised prior to the deadline for supplier clarification questions.

Commission Rate for Energy Procurement and Associated Services

**Current Meter Point**

The current meter points are listed in **Annex B**

**Full price offered**

|  |  |
| --- | --- |
| **Sub-total****Please detail and confirm your pricing strategy** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**Additional Services**

Please specify your pricing strategy for the following additional services

|  |
| --- |
| **Energy Surveys and Reports** |
| **Sub-total** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |
| **Energy/Environmental advice** |
| **Sub-total** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |
| **Water Services** |
| **Sub-total** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**Annex B: Current Meter Points**

**Estate**

Document attached separately.