

**Commercial-in-Confidence**

**Contract ID:** 9T5E-627UFY

**Contract Title:** Email Marketing Platform

**Contact:** Stephen Lang

**Date:** 18 May 2015

Invitation to Tender: Information & Guidance Document



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**PART 1 – Instructions for bidders**

This document is provided to offer you key information and guidance upon the tender process, and the subsequent contract. The tender process is being undertaken within ProContract, an online portal. You will find all tender questions and the areas for you to submit your tender response within the ProContact system (www.sell2EA.com).

Should you have queries with the tender, please contact the Procurement Lead via the ‘Discussions’ area. This can be accessed by logging in to ProContract and navigating to the relevant ‘Opportunity’. There is then an area in the top right called ‘View Discussions’. Here you can contact the relevant Procurement person.

Guidance on the use of ProContract can be found in the ‘Help’ section in the top right hand corner of the portal. All queries regarding use the system that are not answered by this guidance section should be directed to Due North (the suppliers of the portal) who can be contacted on 01670 597 136 or support@due-north.com

**PART 2 – Introduction to the Environment Agency**

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend.

In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our Procurement Plan may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement.

**Government changes and collaboration**

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of Natural Resources Wales (NRW).Further information can be found here:

<http://naturalresources.wales/splash?orig=/>

By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that are specifically named in the tender document.

**Further information**

For further information and to see our commitments to Diversity and Equality, please visit our website.

<https://www.gov.uk/government/organisations/environment-agency/about/procurement>

https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity

Also, are you up to date on environmental legislation? See links below for further information.

Waste and Environmental Impact - <https://www.gov.uk/browse/business/waste-environment>

Environmental Regulations - <https://www.gov.uk/browse/business/waste-environment/environmental-regulations>’

**PART 3 – Contract Strategy**

The Environment Agency will let this contract to a single supplier that demonstrates they have the ability to complete all aspects of the work.

The contract will be awarded for an initial period of one year, with the option to extend for four further one year periods, subject to business requirements, excellent performance and cost. This will give the contract a total possible lifetime of five years. All extension requests will be issued by the Environment Agency.

**PART 4 – Procurement Tender Process**

Key elements of the process have been reviewed and the planned activities and timescales are:

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Invitation to Tender issued to suppliers | 19 May 2015 |
| Return of Invitation to Tender deadline for suppliers | 5pm, 15 June 2015 |
| Evaluation Process and timescales for action | 6 July 2015 |
| Final Clarifications  Unsuccessful Suppliers notified of intention to award | 13 July 2015 |
| Successful Supplier(s) notified with  Contract Award date | 20 July 2015 |

It should be noted that these timescales and activities might be subject to change.

**PART 5 – Tender Evaluation Process**

Tenders will be evaluated against the following scoring methodology:

**Scoring methodology**

Responses to each question will be scored on a scale of 0 to 10.

|  |  |
| --- | --- |
| **Scoring** | |
| **Rating of Response** | **Score** |
| Very Good Submission – fully meets all requirements and is explained in comprehensive detail. | 9 - 10 |
| Good Submission – meets all requirements and is explained in reasonable detail. | 7 - 8 |
| Satisfactory Submission – meets requirements and is explained in adequate detail. | 5 - 6 |
| Weak (Minor issues) Submission – falls short of requirements in some areas and/or is not adequately explained. | 3 - 4 |
| Unacceptable (Major issues) Submission – fails to meet requirements and is poorly explained. | 1 - 2 |
| Nil response or completely fails to address the question. | 0 |

**PART 6 – Criteria for Tender Evaluation**

Tenders will be evaluated against the following criteria:

Quality = 30%

Pricing = 70%

|  |
| --- |
| **Important - please note:**  The evaluation process will be split into four parts.   1. Data Security   Responses to this quality sub-criterion will be assessed first. It is essential that suppliers meet out data security requirements. **If you are unable to satisfy these requirements, we ask that you do not bid for this contract.** Bids from suppliers that do not meet the data security requirements will not be considered.     1. Economic and Financial Standing   The top scoring, compliant suppliers from the above stage will progress to the next phase where the Economic and Financial Standing criterion will be assessed. Suppliers that receive a score of “pass” will then be shortlisted.   1. Quality Criteria   Subsequently, the Quality scores of those shortlisted suppliers will be assessed.   1. Price   Suppliers the highest Quality scores will progress to the final stage, where their proposed costs will also be taken into consideration. |

**Quality Sub-Criteria:**

Each part of every criterion should be addressed. Failure to do this may result in your response being deemed non-compliant.

The following will be scored **out of 10**

1. **Data security** – information on how the supplier will comply with our data security requirements, including details on the policies, procedures and security infrastructure to safeguard the systems providing this service (assessed through supplier’s written response) – 30%
2. **Understanding of specification and ability to meet requirements** – including system and contract management requirements (assessed through supplier’s written response) – 30%
3. **System functionality** – the user experience, usability, functionality (assessed through product trial) – 30%
4. **Product Support** - suitability of support function/helpdesk, communication of contingency measures (e.g. in relation to product maintenance, downtime etc) (Assessed through written response) – 10%

The following will be scored as **PASS or FAIL**

1. **Economic and financial standing** – include one of the below in your submission:

* A copy of your audited accounts for the most recent two years
* A statement of your turnover, profit and loss account and cash flow for the most recent year of trading
* Alternative means of demonstrating financial status, if trading for less than a year

The Environment Agency reserves the right to carry out further financial assessments (using financial reporting tools) if required. We will contact you if this assessment identifies that a parent or other type of guarantee is required.

A PASS score indicates that, in relation to this contract, the supplier’s financial position is sound. For example, the value of the contract represents less than 5% of the supplier’s annual turnover.

A FAIL score indicates that the financial position is precarious or unstable and represents an unacceptable commercial risk to the Agency. For example, the value of the contract represents a significant proportion of the supplier’s turnover (greater than 5%) or the supplier is operating at a loss.

Suppliers deemed to be in an unstable financial position will not be automatically failed and will be given a further opportunity to evidence why their financial standing does not present a commercial risk to the Agency.

**PART 7 – Specification**

1. **Introduction**

The Environment Agency is increasingly communicating using a variety of digital channels. We already use email marketing for some of our regular and adhoc communications. For example, we send out monthly bulletins around the climate ready work we carry out and regular newsletters. We have also used it for some of our adhoc campaigns such as river basin management plans consultations or waste carrier sign ups.

The intention is to further promote email marketing across the Agency to encourage greater use of a digital solution which is inline with our Digital by default directive.

1. **Objective**

We require a secure, online bulk email and newsletter service for Environment Agency staff to use to send emails to select customer groups.

1. **Email Volumes**

The below figures represent the volume of marketing emails that we sent in 2013 / 2014:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **2013** | | | **2014** | | |
| **Month** | **Email Volume** | **Campaign Volume** | **Month** | **Email Volume** | **Campaign Volume** |
| January | 39,963 | 8 | January | - | - |
| February | 40,183 | 8 | February | 39,836 | 1 |
| March | 39,599 | 8 | March | - | - |
| April | 39,282 | 12 | April | 2,199 | 1 |
| May | 306,660 | 16 | May | 8,768 | 1 |
| June | 297,591 | 10 | June | - | - |
| July | 59,056 | 8 | July | - | - |
| August | 5,284 | 1 | August | 14,972 | 2 |
| September | 641 | 2 | September | - | - |
| October | 335 | 1 | October | 290,239 | 2 |
| November | 588 | 4 | November | - | - |
| December | 8,206 | 1 | December | 3,920 | 2 |

Please note that there are no guaranteed volumes of work under this contract.

1. **Requirements**

We require a licence for an online, externally hosted system/interface that meets the following requirements:

* Accessible via a web-based portal.
* The system is available 24 hours a day, seven days a week.
* It must allow multiple users to log in and use the system at the same time.
* Must work with Internet Explorer 8 and Windows 7, as a minimum
* We need to be able to import/upload our existing mailing lists and data in a variety of formats (Microsoft Excel, Word, Access and Common Separated Value (CSV) files) straight into the application
* The system needs to be able to export mailing lists in CSV formats, which are compatible with our systems
* The system needs to be able to remove the duplicate records, hard bounces and soft bounces etc and provide a downloadable spreadsheet of the email address it has removed.
* The system will need to have functionality to allow the email recipients to subscribe and unsubscribe to our messages and newsletters.
* We will need to have multiple send email options, i.e. bulk or split or by segment
* We will need to be able to create a suite of generic templates of our Brand and corporate identity for our users use
* We will need to be able to create additional templates to match the look and feel of our campaigns.
* Never include your own branding on any work commissioned by the Environment Agency
* We will need an online dashboard or report for users and administrator to access to evaluate success of campaigns, on either their own activities or overall usage by user, project, month, volume, emails, including information on number of emails sent, delivered, opened, subscribers, and unsubscribers, links clicked etc
* We will need provision of an Administrator panel to enable them to set up, deactivate, reactivate and remove users etc
* We will need a password management system to allow us to set up and reset passwords. Users need the facility to reset forgotten passwords.
* We will need you to provide a free online demonstration to the administrator on how to manage the users in the system
* We will need you to provide free initial online training upon commencement of this contract (for example, online tutorials, webinars, online how to guides) to enable users to self serve
* We will need access to IT support / help desk to resolve any technical issues that:
  + Is available between normal office hours
  + Provides timescales for the resolution of problems
  + Provides a tracking service for all queries and problems
  + Has an apparent escalation system to enable our Contract Manager to follow up problems that remain unresolved.
* The system must have communication measures in place to notify users of any system maintenance, downtime etc.
* We will need the system to be able to manage any responses it gets and forward them on to a pre-defined email address for answering.
* We will need the ability for users to be able to send themselves test versions of their emails for checking
* We require access to a free trial of the system, which will be assessed as part of the evaluation. In your response, please provide brief instructions and dummy log-in details (username and password, if required) allow up to four users from the Agency free access of the tool during the evaluation period.
* We would like the ability to be able to send HTML and plain text emails

1. **Licence Terms and Conditions**

In your response, please include a copy of your licence terms and conditions, which we will consider for suitability and fairness.

1. **Example of the Proposed User Journey**

We anticipate that the user's journey through system would be similar to the below:

* We would set up some generic templates on the system   
  (we could design them and then upload to the system or work with you to create them – depending on the technical requirements of the system)
* We would set up and manage users on the system
* The user would then login to the system to set up the job.
* The user will need to be able to estimate the costs or be able to get a quote prior to commissioning work in order to raise a purchase order
* The user would then raise an order and provide the order number.
* The user will populate the templates with their copy (they would be responsible for the editing/amending and changing the content etc) when happy they would be able to send a test message before confirming/approving the final version to use.
* If required additional templates for specific campaigns may need to be created in the system. I not sure how it works technically - we could supply the elements for this and you would create them. Either way we would need the ability to do this.
* The user would upload mailing lists or contacts that they want to send messages to.
* The user will be able to export the updated mailing list at any time including any update to the list as a result of user feedback such as subscribes, unsubscribes, or reported as spam.
* Once the emails have been sent, users need access to a report or dashboard that provides them with details on the success of messages.
* Once the job is complete, you will send an invoice to our central payment processing (which will include details of the job, user, purchase order number and cost). . However, should the administrator and/or users require copies of the invoices , the contractor will be able to provide these without additional cost.

1. **Corporate Security Requirements**

The Environment Agency has an obligation to ensure all information systems comply with:

* HMG Security Policy Framework in all cases
* Government Digital Service Framework in cases where the system is presented as a .gov.uk web service
* Applicable legislation

Environment Agency data will be uploaded to the system. This data may include personal/private email addresses. The service will be expected to protect information up to and not contain data above, a business impact level for Confidentiality of IL2. Accordingly our corporate security requirements are below:

* Our data must not leave the boundaries of the European Union. Accordingly, the contractor must be based in a country that is a member of the European Union (this includes servers/backups, etc.), preferably in the UK.
* Preferably ISO 27001 certified.
* Architectural and logical security measures in place.
* Escalation policy in place.
* Disaster recovery and business continuity policies in place.

This system will require information assurance accreditation before go-live signoff. We require evidence at the time of contract award, that you will comply or your have acceptable plans and activities in place to become compliant with controls required by our Accreditor within an agreed timeframe. Please provide this information in your response and ensure you include details on the policies, procedures and security infrastructure your organisation has, or will have, in place to safeguard the systems you will be using to provide this service and the data held and processed. Please ensure you address the above points in you response. In addition, if your organisation has any relevant security accreditation, please also provide information on this. Penetration testing may also be required (depending on certification and the service offered). Remediation measures must be agreed between the Accreditor and the successful supplier, within an agreed timeframe.

The scope and nature of the architecture and controls will be expected to be compatible with our maintenance of a PSN Code of Connection, conform to current industry best practices (as for example described in latest versions of the HMG SPF Baseline Countermeasure Set, ISO 27002, PCI DSS (if applicable), and OWASP) and meet a minimum implementation standard.

The minimum standards, applicable legislation and acceptable exceptions or compensating controls will depend on the scope and nature of the information system.

The Environment Agency Corporate Security Information Assurance (IA) team must judge the efficacy and consistency of controls against the obligations and standards for each specific implementation case. Details of the proposed system architecture, technical and operational controls will be expected to be provided following a prescribed template during selection and commissioning as part of this mandatory Accreditation process.

The Environment Agency Corporate Information Service’s Service Transition team must oversee the commission or change process, whether or not the Corporate Information Service is directly involved in the change implementation.

In order to confirm that claimed and agreed patterns, practices and standards have been implemented and are afterwards being maintained the Environment Agency will expect to receive evidence on request and receive assistance to carry out routine auditing or testing, including “code reviews”, remote “penetration testing” and “on-site inspections”.

Remediation of faults or short-comings and any associated re-testing will be expected to be accommodated during the commissioning period and as part of the associated ongoing Service Delivery Package for the system.

Requests to rely on existing third party accreditations (such as ISO27001, or Cyber Essentials Plus) will be considered by way of relief from some of the necessary ongoing checks if their scope and controls are equally appropriate.

Compliance with the Data Protection Act 1998

* Please explain how you will protect the personal data about our customers that you would handle as part of this contract.  This includes how you will ensure the secure transfer, holding, retention and disposal of the personal data.
* Please explain how long you will retain the personal data, and how many people will have access to the personal data

Please provide explain how your service ensures a recipient of the bulk email does not have disclosed to them the email addresses of the other recipients.

1. **Contract Management**

On completion of this tender the successful contractor will be given the name of the person who will be appointed to manage this contract on a day to day basis on behalf of the Environment Agency.

The successful contractor will appoint a National Contract/Account Manager who will act as the single point of contact for all matters relating to the management of this contract. In your response, please identify who this person will be.

Additional requirements are below:

* Quarterly or six monthly review meetings.
* Dashboard or report for administrator and user to access information on either their own activities or overall usage by user, project, month, volume, costs by user and overall costs etc.
* Invoices split by user, job and/or purchase order.
* Breakdown/matrix of all costs or ability for user to obtain a quotation.

We shall be invoiced monthly for services provided during the previous month, or earlier if requested. A file copy invoice must be provided to us, if requested. All invoices must be mailed to our Finance Service Centre (FSC) for processing and payment. Address details for the FSC will be provided to the successful supplier following contract award.

Purchase orders will be raised in advance to cover the costs of this contract. Each end user will be responsible for the payment for the cost of their own work (and any adhoc request related to that project). They will do this by raising a purchase order number to be provided to you for each job. Accordingly, you will be provided with different purchase orders for different jobs. You then need to include that number on the invoice for it to be processed. Invoices without an order number will be rejected. Invoices can include more than one purchase order number if multiple pieces of work require invoicing in the same month.

If your charging structure includes overall management costs (for example, a licence or subscription fee) in addition to the costs for sending emails, a separate purchase order will be raised for this fee.

In your response, please confirm that you are able to comply with the above approach and explain how you will do this (for example, an additional field in the end users account details to contain the order number, etc). Please also detail the frequency (monthly, annually etc.) of any management costs.

8.1 Management Information

The contractor will provide up to date information and accurate management information reports (for example, number of campaigns, email volumes) to our nominated representative, as we shall reasonably require.

In addition, the contractor must promptly provide such other statistics relating to the contract, as we shall reasonably require.

8.2 Pricing

Please complete the Pricing Schedule using the same format included with this tender pack (Appendix A). Failure to do this may result in your tender submission being deemed non-compliant.

If you charge a licence or management fee for access to the system, please detail this in the Pricing Schedule. However, please note that we require the licence fee to be a fixed cost per month or year, that is not determined by the volume of emails sent in that month.

Prices provided by suppliers must be in GBP, exclusive of VAT and be fixed for the initial contract period. All rate reviews after this period will be subject to negotiation between the contractor and the Environment Agency. Any increase in rates must not exceed the prevailing Retail Price Index minus mortgage payments (RPIX) rate at the time and is capped at 2% in any event.

8.3 Contract Award

This specification is issued in good faith but the Environment Agency reserves the right not to award any or all of this work.

**PART 8 Additional Terms and Conditions**

**Data Protection Act addendum to specification**

Protection of Personal Data

In order to comply with the Data Protection Act 1998 the contractor must agree to the following:

* You must only process the personal data in strict accordance with instructions from the Environment Agency.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

**Data Protection Act 1998**

For the purposes of the Act the Environment Agency is the data controller.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be **held and destroyed within two years** of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within one year of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to any one outside the Agency without the consent of the data subject, unless the Agency is required by law to make such disclosures.

These provisions will apply to any person provided by yourselves to do work for us in addition or substitution after the contract has been awarded.

### Copyright and Confidentiality

Unless otherwise indicated, the copyright in all of the Documentation belongs to the Agency, and the Documentation is to be returned to the Agency with your tender. The contents of the Documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your tender. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the Documentation for the purposes of the tender.

### Accuracy of Documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact the Agency at the address given in the covering letter. No liability will be accepted by the Agency for any omission or errors in the documentation which could have been identified by you.

### Amendments to Documentation

Prior to the date for return of tenders, the Agency may clarify, amend or add to the documentation. A copy of each instruction will be issued by the Agency to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

**Appendix A - Pricing Schedule**

**Ref:** 9T5E-627UFY

**Title:** Email Marketing Platform

**Supplier Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

Please complete and return the following price matrix.

1. Licence/Subscription Cost

|  |  |
| --- | --- |
| **Description** | **Cost (£)** |
| Monthly / Quarterly / Annual etc. licence/management fee |  |
|  |  |

1. Email costs

Please outline the costs to send emails (including any volume ranges).

|  |  |
| --- | --- |
| **Description** | **Cost Per Email (£)** |
| E.g. 0-1000 emails |  |
| 1000-5000 emails etc. |  |
|  |  |
|  |  |
|  |  |

1. Other costs

Please outline any other costs that will need to be taken into consideration.

|  |  |
| --- | --- |
| **Description** | **Cost (£)** |
| E.g. Costs associated with templates etc. |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. Discounts, Rebates and Reductions

Please detail below any discounts, rebates and reductions you are prepared to offer and the basis of those incentives.

|  |
| --- |
|  |
|  |
|  |
|  |
|  |
|  |

1. Travel and Subsistence

The following limits will be applicable to all claims for travel and subsistence under this contract:

1. Travel by rail: standard class should be used at all times
2. Travel by car: 45 pence/mile

Hotel bookings should be made through the Environment Agency’s corporate travel contract. Details of this contract are available from the Corporate Contracting Team.

When making reservations you should state that you are a contractor working on Environment Agency business.

Hotel charges must not exceed a maximum limit per night bed and breakfast (VAT included) of: £140 in London; £100 in Bristol; £90 in Warrington; £85 in Reading; £75 in Aberdeen, Birmingham, Belfast, Cardiff, Coventry, Edinburgh, Glasgow, Harlow, Leeds, Manchester, Middlesbrough, Newcastle, Oxford, Portsmouth, Sheffield and York; and £70 in all other destinations. Please note that these hotel ceiling rates are subject to change throughout the life of the contract.

Expenditure on dinner during an overnight stay must not exceed a maximum limit of £25, including a drink.

Receipts for all rail travel, hotel and food expenses will be required as proof of expenditure and will be reimbursed at cost. No profit or additional cost shall be applied by the contractor to such personal expenses.

**Appendix B - Form of Offer**

**Ref:** 9T5E-627UFY

**Title:** Email Marketing Platform

The essence of selective tendering is that the Environment Agency shall receive bona fide competitive tenders from all persons tendering. In recognition of this principle:-

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done and undertake that I/we will not do at any time of the following acts:-

* communicating to a person other than the Environment Agency the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
* entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
* offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

I/We hereby certify that I/we have not, and will not in future, canvassed or solicited any Member, Officer or employee of the Environment Agency in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

Having examined the Tender Document and being fully satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Tender Document, I/we hereby offer to provide upon the terms and conditions of the Contract, the Goods and/or Services therein specified at the rate shown in the Pricing Schedule of the Tender.

This Tender, together with the Environment Agency's written acceptance thereof, will form a binding agreement between us.

Signature of Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Where a Limited Company for and on behalf of)

«Company\_Name»

Telephone No(s):

«TEL\_NUMBER»

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix C – Declaration: Non-Collusive Tendering**

The essence of tendering is that the client shall receive bona fide competitive tenders from those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of our tender by, under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

* communicating to a person other than the person calling for the tenders the 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 quotations required for the preparation of the tender;
* entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
* offering or paying or giving or agreeing 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 of the sort described above.

In this certificate, the word "person" includes any person or any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed on behalf of the said company:

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_