THE LOW CARBON CONTRACTS COMPANY



INVITATION TO TENDER (ITT) FOR THE Provision of

GENERAL RECRUITMENT SERVICES

REFERENCE: CRN2017-015

The Low Carbon Contracts Company

Fleetbank House

2-6 Salisbury Square

London

EC4Y 8JX

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SECTION A - INVITATION TO TENDER FOR THE Provision of general recruitment services

1. **INTRODUCTION**
   1. The Low Carbon Contracts Company (LCCC) wishes to select and appoint suitable Contractor(s) for *The Provision of General Recruitment Services.*
   2. Tenderers should read the instructions carefully before completing the documentation. Failure to comply with these requirements for completion and submission may result in the rejection of your tender response.
   3. The successful tenderer will be formally notified in writing of the acceptance of their tender by the Low Carbon Contracts Company.
2. **Contract / Framework Term**
   1. The contract term shall be for two (2) years with the option to extend the Contract in three monthly increments to a maximum of one (1) additional year, making the maximum possible Contract Term three (3) years. The option to extend the Contract shall be at the sole discretion of the Low Carbon Contracts Company.
   2. The Commencement Date will be notified in the Low Carbon Contracts Company’s written acceptance of the tenderer’s tender.
3. **Terms and Conditions of Contract** 
   1. The Contractor shall be bound by the terms and conditions of the Contract for *The Provision of General Recruitment Services* as laid out in Section E.
4. **Estimated Tender Timescale** 
   1. **Estimated timetable**

|  |  |
| --- | --- |
| **Key milestones** | **Timetable** |
| Advert and full invitation to tender issued | 30 Aug 2017 |
| Tender clarification deadline | 19 Sept 2017 |
| Tender close date | 27 Sept 2017 (12:00pm noon) |
| Evaluation Period | End Sept 2017 ~ End Oct 2017 |
| Post-tender clarification (if required) | Mid Oct 2017 |
| Tender recommendation | End Oct 2017 |
| Contractors Awarded | Mid Nov 2017 |
| Contract Commencement | 01 Dec 2017 |

1. **TENDER RESPONSES**
   1. Tenderers are required to complete and return a response which shall consist of the following completed elements, plus any additional information they wish to submit:-
      1. Section C – Technical Proposal
      2. Section D – Commercial Proposal/ Pricing Schedule
      3. Section F - Form of Tender
      4. Section G - Form of Confidentiality Undertaking
   2. **Technical Proposal**
      1. The tenderer’s response for Section C Technical Proposal will be evaluated independently to the Commercial Proposal of your Response, therefore please ensure that your response to Section C is submitted as a separate file from the Commercial Proposal.
   3. **Commercial Proposal and Price Schedule** 
      1. Tenderers are required to complete and return the Commercial Proposal/ Price Schedule, Section D. Prices shown must be inclusive of all charges including postage, carriage and travelling expenses, but exclusive of VAT.
   4. **Form of Tender**
      1. Tenderers are required to complete and return a copy of the Form of Tender, Section F that has been wet signed, scanned as a PDF file and returned via email with the rest of the tender response.
   5. **Form of Confidentiality Undertaking**
      1. Tenderers shall complete and return an electronic copy of the Form of Confidentiality Undertaking, Section G, as part of the tender response.
   6. **Parent/Holding Company Guarantee**
      1. Tenderers may be required to provide a Parent/Holding Company Guarantee in the format detailed in Appendix 1. The Low Carbon Contracts Company reserves the right to require the completion of such a Guarantee by notification in the Acceptance Letter.
2. **Return of Tenders** 
   1. Tenders are to be prepared and presented in the manner specified, which must be returned via email to: [procurement@lowcarboncontracts.uk](mailto:procurement@lowcarboncontracts.uk) by **12:00pm (noon) on 27 September 2017.**
   2. The tender reference CRN2017-015 should be quoted on the subject line**.**
3. **Tenderer’s Queries** 
   1. The Low Carbon Contracts Company is committed to a competitive procurement process in which a level playing field is maintained by the equal availability of information to all tenderers. The Low Carbon Contracts Company shall respond to individual requests for clarification or further information from any tenderer to all tenderers.
   2. For the purposes of this tender, the Low Carbon Contracts Company’s procurement representative shall act as the sole point of contact and conduit for any enquiries by tenderers, their members or associates in relation to this tender. The Low Carbon Contracts Company’s procurement representative for the purposes of this tender is:

Carol Lin, Procurement and Supply Chain Manager

Email: [carol.lin@lowcarboncontracts.uk](mailto:carol.lin@lowcarboncontracts.uk)

Tel: 0207 211 8598

* + 1. **Tenderers should not contact the procurement representative directly. All enquiries shall be sent to the LCCC procurement email box: procurement@lowcarboncontracts.uk.**
  1. While tenderers are preparing tenders, they are positively encouraged to obtain further information regarding the goods/service to be provided by the means above to reduce the risk of disqualified tenders and to improve the quality of proposals.
  2. The Low Carbon Contracts Company will endeavour to answer all requests for clarifying information as quickly as possible. The Low Carbon Contracts Company will not guarantee that any requests for clarifying information made within **seven (7) calendar days** prior to the deadline for receipt of tenders will be answered.
  3. The Low Carbon Contracts Company will circulate details of enquiries and of its replies to them, except where the tenderer has indicated that an enquiry is of a commercially sensitive nature, in which case the Low Carbon Contracts Company will either:
     1. treat both enquiry and response confidentially; or
     2. where the Low Carbon Contracts Company disagrees with the tenderer's classification the Low Carbon Contracts Company will invite the tenderer to re-classify or withdraw the enquiry.

1. **Criteria for Award** 
   1. Tenders will be evaluated on quality and price. These weightings will apply to both lots.
   2. The evaluation of bidders’ quality and financial submissions will be weighted on a quality to price ratio of **50:50.**
   3. Following the conclusion of the evaluation activity, Low Carbon Contracts Company will rank the responses to identify the most economically advantageous tender.
   4. Quality Aspect **(50%)**
      1. The following criteria will be used to evaluate the tenders.

|  |  |
| --- | --- |
| Criteria | Weightings (50%) |
| Understanding of the Company’s requirements | 15 |
| Proposed Approach (Sourcing Strategy) | 15 |
| Candidate Recruitment Strategy including delivery plan | 10 |
| Client relationship management | 10 |

* + 1. Each criterion will be given a score of the following:

|  |  |
| --- | --- |
| Score\* | Description |
| 0 | Unacceptable |
| 1 | Unsatisfactory – well below requirement |
| 2 | Weak - below requirement |
| 3 | Mostly meets the requirement |
| 4 | Good – completely meets the standard with moderate levels of assurance |
| 5 | Outstanding – completely meets the standard with high levels of assurance |

*\*the scale 20-100 (1-5) will be used in our scoring matrix*

* 1. Commercial aspect **(50%)**
     1. A financial model and a baseline value for each lot will be established based on LCCC’s estimated annual staff attrition. An ‘agency placement value’ will be calculated in accordance with each tenderer’s submitted rate (percentage).

* + 1. Each tenderer’s score will be calculated using the Inverse Price Proportion (IPP) methodology. This means that the lowest evaluation price is divided by each evaluation price in turn, and the resulting value is multiplied by the appropriate weighting.
    2. The pricing score formula is described as follows:

(Lowest Price Submitted) × Financial Weighting

      (Price of Supplier)

Example:

Two suppliers submit tenders to the Company. The tender process states weighting of 50% Quality and 50% Price:

Alpha Ltd:                     £140,000

Beta Ltd:                       £200,000

Using the above formula, the suppliers will receive the following price scores:

Alpha Ltd:         (140,000/140,000) x 50 = 50%

Beta Ltd:           (140,000/200,000) x 50 = 35%

1. **Post -tender clarifications** 
   1. During the evaluation process the Low Caron Contracts Company may issue clarifications to tenderers. Tenderers should respond to these clarifications within three (3) working days. Tenderers should only provide clarification of existing content in their response rather than introducing new material.
   2. The Low Carbon Contracts Company may at its discretion conduct interviews/ presentation/ clarification meetings/ site visits with tenderers as part of its clarification process. In the event that such meetings are considered by the Low Carbon Contracts Company to be necessary, the Company shall provide notice and an agenda and such meetings shall take place at a mutually agreed time and date.
2. **Tender Costs**
   1. The Low Carbon Contracts Company will not be liable for any costs you incur in the preparation or submission of your tender including the cost of any aborted tender.
3. **Tender Validity**
   1. Your tender shall remain open for acceptance for 90 days from the tender return date, in consideration for which the Low Carbon Contracts Company will pay the sum of £1.00 if demanded.
4. **Amendments to Tender Documents**
   1. At any time prior to the deadline for receipt, the Low Carbon Contracts Company may amend the Tender Documents. Any such amendment will be notified to all prospective tenderers. In order to give prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders the Low Carbon Contracts Company may, at their discretion, extend the deadline for receipt.
5. **Modification and Withdrawal**
   1. Tenderers may modify their tender prior to the deadline for receipt. No tender may be modified subsequent to the deadline for receipt. Tenderers may withdraw their tenders at any time prior to accepting the notification of award.
6. **The Low Carbon Contracts Company’s Right to Accept Any Tender or Reject Any Or All Tenders**
   1. The Low Carbon Contracts Company reserves the right to accept or reject any tender and to abort the tender process and reject all tenders at any time prior to award of the Framework without incurring any liability to the affected tenderers. The Low Carbon Contracts Company is not bound to accept the lowest or any tender made as a result of this invitation and reserve the right to accept all or part of an offer, unless the tenderer expressly stipulates to the contrary.
7. **Confidentiality of Tenders**
   1. The tenderer must not tell anyone else, even approximately, what your tender price is or will be, before the time limit for delivery of tenders. The only exception is if you need an insurance quotation and/or bond to calculate your tender price: you may give your bank, insurance company or brokers any essential information they ask for, so long as you do so in strict confidence.
   2. The tenderer must not try to obtain any information about anyone else’s tender or proposed tender.
   3. The tenderer must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price.
8. **Freedom of Information**
   1. The Low Carbon Contracts Company and The Electricity Settlements Company are public authorities and as such are subject to the provisions of the Freedom of Information Act 2004 (which came into effect on 1st January 2005) and may therefore be required to provide information under the said Act. Tenderers and Contractor(s) should be aware of this obligation and must specify in their response if there is any information they require to remain confidential. This will be honoured if authorised by the Act.
9. **Intellectual property**
   1. All intellectual property rights in this ITT and all material provided by the Company to tenderers in connection with this ITT shall be and remain the property of the Low Carbon Contracts Company.
   2. The intellectual property in all deliverables shall be owned by the Low Carbon Contracts Company. No third party intellectual property shall be included in any deliverable without the Company’s prior written consent.
10. **Anti-Bribery** 
    1. The Company requires full compliance with the Bribery Act 2010.
11. **Conflicts of Interest**
    1. Tenderers are required to declare in their proposals any conflict or potential conflict of interest and provide clear details of their plan for managing this. It is possible that there may be circumstances where the Low Carbon Contracts Company (in its absolute discretion) considers that such a conflict or potential conflict of interest would not be manageable or acceptable. In which case, the Company may reject the tender.
12. **Confidentiality**
    1. Tenders must treat all information supplied in connection with this ITT as strictly confidential. Neither this document, nor any part of it nor any other information supplied in connection with it may, except with the prior written consent of the Company, be published, reproduced, copied, distributed or disclosed to any person other than in confidence to the recipient's advisers nor used for any purpose other than consideration by the recipient of whether or not to submit a tender.
    2. By receiving and reviewing this ITT and/or by submitting a tender the tenderer agrees that it has a binding obligation to preserve the confidentiality of all such information / The tenderer shall sign and return the Confidentiality Agreement set out in Section G.
    3. This ITT and its accompanying documents shall remain the property of the Low Carbon Contracts Company and must be returned promptly (without retaining any copies or reproductions) on demand.

**SECTION B - STATEMENT OF REQUIREMENT (SOR)**

(Schedule 1)

1. **Introduction**
   1. The Low Carbon Contracts Company (LCCC) and the Electricity Settlements Company (ESC) sit at the heart of the delivery of the UK’s goals for secure, affordable, and sustainable electricity. These two private limited companies, wholly owned by the Secretary of State for Business, Energy & Industrial Strategy, were created to deliver key elements of the government’s Electricity Market Reform Programme.
   2. The biggest change to the electricity market since privatisation, the Government’s Electricity Market Reform programme (EMR) is designed to attract the £110 billion investment needed this decade to replace the UK’s ageing energy infrastructure with a more diverse and low-carbon energy mix. EMR will facilitate this vital investment through the introduction of two schemes: the “Contract for Difference” (or “CFD”); and the “Capacity Market”.
   3. LCCC is the counterparty to CFDs, a role which involves management of the contracts as well as the Supplier Obligation Levy that funds CFD payments. Critical to these functions is power price forecasting and settlement activities. In all its operations, LCCC is led by its guiding principle to “maintain investor confidence in the CFD scheme and minimise costs to consumers”. LCCC also runs Capacity Market settlement operations on behalf of the ESC. ESC’s role is to oversee the settlement of the Capacity Market to ensure that regular payments are made to capacity providers who have agreed to provide capacity at times of system stress. These capacity arrangements help to keep the lights on across Great Britain.
   4. It is the intention of LCCC to establish a framework of qualified suppliers to provide our permanent and fixed term recruitment requirements from 1 December 2017 for a period of two (2) years (with one-year (1) optional extension). The purpose is to obtain professional, properly defined and costed propositions and solutions for the provision of permanent and fixed term recruitment directly hired by the organisation.
2. **Scope of the Requirement** 
   1. The tender will be split into two lots:

* Lot 1: Middle management roles salary range £45,000 - £95,000 approx.
* Lot 2: Admin and Support roles salary range £20,000 - £45,000 approx.
  1. The recruitment will need to incorporate a range of areas of specialism including:

Commercial Contract Management

Modelling and Forecasting

Office Support

Operational Finance

Human Resources

Internal Audit & Risk

IT

Procurement

Legal Advisor/Counsel

Strategy and Communications

Project Management and Delivery

* 1. Our new recruitment partner(s) will need to demonstrate their ability to source these types of roles, utilising social media, recruitment portals and other means of acquiring the best possible candidates with the right fit for the organisation. Our roles within the organisation can be niche, therefore the requirement is to ensure quality rather than quantity of candidates so that the time to hire is managed effectively.
  2. It is intended that up to two suppliers each be awarded to each lot. Tenderers are invited to apply for both lots or for individual lot, and where there is an additional discount available for a multiple-lot award please ensure this is clearly demonstrated in your tender.
  3. LCCC offers no guarantee of work to successful tenderers under this framework. The framework will not provide exclusivity and LCCC will reserve the right to advertise directly via our company webpage as part of our candidate attraction strategy.
  4. The appointed recruitment partner(s) shall ensure that all candidates recommended to LCCC have been subject to a Baseline Personnel Security Standard (BPSS) check conducted in accordance with the HMG Baseline Personnel Security Standard comprising of:

An identity check;

A verification of nationality and immigration status;

A verification of employment history;

A verification of criminal record; and

An unspent Conviction check subject to the Rehabilitation of Offenders Act 1974.

* 1. The appointed recruitment partner(s) must be able to demonstrate that all documents (not just those for verification of identify) are checked for authenticity and that candidates are eligible to work in the United Kingdom, supported by an employment history and reference check.
  2. For all lots, roles may be given to both providers for invitation to submit candidates. If more than one provider submits the same candidate prior to a confirmation to an interview, then the award will be made to the provider with the lowest framework rate as determined by this tender process. All suppliers on the framework will be given a period of time in which to submit CV’s. The quality of the candidate will be determined through the LCCC’s recruitment process and subsequent appointment.
  3. Where a successful candidate decides to leave within 3 months of their start date, the recruitment partner that placed the candidate will be expected to re- advertise the role using the same agreed advertising method for that campaign at zero cost to the LCCC.
  4. In the event that the successful candidate decides to leave within 12 weeks of the date of commencement then, at the option of LCCC, the recruitment partner that placed the candidate shall offer one replacement candidate within two weeks in accordance with the Job Description provided at no extra cost, or it shall refund the fee paid less a proportionate amount for the period not worked by the candidate (calculated to the nearest week)
  5. LCCC also expects the appointed recruitment partner(s) to be committed to equality of opportunity and the provision of diversity during the recruitment and selection process.

1. **Reporting**

3.1 The appointed recruitment partner(s) will provide management information (MI) throughout each campaign e.g. number of applications received by vacancy, offers accepted/ rejected, time to fill, resourcing routes taken, ratio of applications to interview and offer, diversity information and other MI request as outlined within the campaign and agreed with the supplier.

1. **Outputs**
   1. The appointed recruitment partner(s) shall provide a dedicated single point of contact whom LCCC shall liaise with. The contact will support building a professional relationship with LCCC’s HR team and will be the communication point regarding the recruitment to cover; job description and role requirement, timeline, interviewing, offers process and any on-boarding.
   2. The contact will also be the escalation point for any areas of concern that arise.
2. **Innovation and business continuity**
   1. On an on-going basis, the appointed recruitment partners(s) shall be required to monitor the market for technological advances/changes and suggest improvements to the systems used as part of the delivery of the service under the Contract / Framework. However, LCCC reserve the right to either accept or decline such suggestions at their discretion.
   2. The appointed recruitment partner(s) shall be required to demonstrate that they have a robust Business Continuity & Disaster Recovery Plan in place from the commencement date and for the duration of the Contract / Framework.

**SECTION C - TECHNICAL PROPOSAL**

1. **General**
   1. The following section is designed to satisfy the Low Carbon Contracts Company that you have the technical ability and the management controls to perform this framework efficiently, reliably and cost-effectively.
   2. Responses to this Section C Technical Proposal will be evaluated independently of the responses to Section D Commercial Proposal. Please therefore ensure that your response to this Section C is submitted as separate file.
   3. Contractors are invited to submit the proposal with no more than **20 pages per lot** ( A4-side page, font 12, including appendices, diagrams, tables or lists.)
   4. Please note that the tenderer **must** be a recruitment company, and can demonstrate the capability to deliver high potential candidates at the range of roles required.
   5. A maximum of three references should be included. Acceptable references are required prior to the award of the framework.
   6. Tenderers are strongly advised to structure their quality submission in the following way:

**Section 1 – Understanding requirements and adding value/ innovation**

Contractors should provide evidence to demonstrate an understanding of the tender requirements, and how they will add value in delivering against the requirements.

**Section 2 – Proposed Approach**

Contractors should outline the recruitment processes to be adopted and how they will source and attract candidates.

**Section 3 – Recruitment Strategy/ Delivery Plan**

Contractors should outline the commitment to service levels and procedures, including management information reporting.

**Section 4 – Client Relationship Management**

Contractors must set out in detail how their relevant skills and knowledge will be utilised in the performance of the contract (such as client events, market and industry knowledge).

**SECTION D - COMMERCIAL PROPOSAL AND PRICNG SCHEDULE**

**(**Schedule 2)

1. **General**
   1. As part of the response, tenderers shall provide pricing information in accordance with Section B Statement of Requirement and Section C Technical Proposal.
   2. Responses to the Section D Commercial Proposal/ Price Schedule will be evaluated independently to the Technical Proposal. Please therefore ensure that your response to this Section is submitted as separate file.
2. **Insurance**
   1. Please enclose documentary evidence from your current insurer(s) or registered insurance broker of the insurance policy or policies intended to be effected for the duration of the proposed Framework, namely:
      1. Public Liability - the Low Carbon Contracts Company require a limit of indemnity of not less than £5m for each and every incident and unlimited in the aggregate.
      2. Employers Liability - the Low Carbon Contracts Company require a limit of indemnity in accordance with the Employers Liability (Compulsory Insurance) Regulations 1998. The cover must provide indemnity to principle.
3. **Anti-Competitive Practices**
   1. In the last three years, has your company ever been charged with anti-competitive practices, price-fixing, bid-rigging, bribes?
   2. If your answer to 3.1 is yes, please provide information regarding the remedies made.
4. **Price Schedule**
   1. Tenderers will be required to submit their agency placement rate % and other applicable rates for each lot which they wish to tender in Table 1 (A+B) below.
   2. Rates/Prices quoted are to be in £Sterling strictly net and inclusive of **ALL** costs associated with the provision of the service, including telecommunication, copying, printing, photography, materials, report preparation and publication, presentation materials, travel and subsistence etc. The rates/prices quoted will be exclusive of any UK Value Added Tax (VAT).
   3. Discount allowed for prompt monthly and other period of settlement of accounts should be quoted.
   4. Tenderers are invited to state any annual retrospective rebate offered based upon the accumulated spend.
   5. The prices/rates tendered shall remain fixed for the duration of the framework contract.
   6. Where LCCC recruit a fixed term contractor for a period of less than 12 months, the annual salary will be pro-rated for the fixed period and the agency placement rate % then applied.
5. **Payment milestones**
   1. Payments will be linked to the fee payable on the placement/start date of the candidate. The appointed recruitment partner(s) shall provide a valid VAT invoice within 30 calendar days.

Schedule D

Table 1:

A. Definite Items:

|  |  |  |  |
| --- | --- | --- | --- |
| Lots | Description | agency placement rate % | multi-lot discounted rate % |
| Lot 1 | Middle Management £45001- £95,000 |  |  |
| Lot 2 | Administration £20,000- £45,000 |  |  |

B. Others:

|  |  |  |
| --- | --- | --- |
| Item | Details | Rate % |
| Annual Rebate |  |  |
| Other Agency Discounts |  |  |

Signed ......................................................................................................

Name .......................................................................................................

Position ......................................................................................................

On behalf of the company ...........................................................................

**SECTION E - TERMS AND CONDITIONS**

See Schedule 3 (separate document)

**PLEASE NOTE THAT THIS DOCUMENT MUST BE WET SIGNED, SCANNED AS A PDF FILE AND RETURNED AS AN ELECTRONIC COPY WITH THE REST OF THE TENDER RESPONSE DOCUMENTS.**

**SECTION F - FORM OF TENDER**

To: The **Procurement and Supply Chain Manager,** Low Carbon Contracts Company Ltd Fleetbank House, 2-6 Salisbury Square, EC4Y 8JX

1. I/We the undersigned do hereby contract and agree on the acceptance of this tender to supply goods and/or services to the Low Carbon Contracts Company for the Provision of General Recruitment Services at the rates or prices specified in the Price Schedule Section D.
2. Conditions of the Framework. I agree that this tender and any Framework that may result from it shall be based upon the documents listed below:-
   1. Invitation & Instructions to Tender (Section A)
   2. Statement of Requirement (Section B)
   3. Technical proposal (Section C)
   4. Completed Technical Proposal (Section C)
   5. Price Schedule (Section D)
   6. Completed Price Schedule (Section D)
   7. Conditions of the Framework (Section E)
   8. Form of Tender (Section F)
   9. Completed Form of Tender (Section F)
   10. Form of Confidentiality Undertaking (Section F)
   11. Completed Form of Confidentiality Undertaking (Section F)
       * 1. The Low Carbon Contracts Company’s Acceptance Letter and any agreed correspondence referenced therein
         2. Any special conditions agreed and confirmed in writing on the Low Carbon Contracts Company Order Form(s).
3. I/We understand that you are not bound to accept the lowest bid or any tender you may receive.
4. I/We agree that any Framework that may result from this tender shall be subject to the law & jurisdiction of the Courts of England.
5. I/We agree to hold this tender open for acceptance for a period of 90 days from Tender Return Date in consideration for which the Low Carbon Contracts Company shall pay me/us the sum of £1.00 if demanded. I/We understand that until such time as the Low Carbon Contracts Company formally accepts this tender in writing no other contract or obligation (including without limitation the costs of any abortive tender) shall exist between us.
6. I/We agree that any other terms and/or conditions of the Contract / Framework and/or any general reservations which may be printed on any correspondence emanating from me/us in connection with this tender, shall not be applicable to this tender or to the Contract / Framework.
7. I/We confirm that I/we am/are of sound financial standing and have and will continue to have sufficient capital, skilled staff, equipment and other resources available to provide the Goods/Services.
8. I/We confirm I/we have full power and authority to enter into the Contract / Framework and ability to provide the Goods/Services.
9. Bona Fide Tender. 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 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 I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts: -
   * 1. Communicate to a person other than the person calling for this tender the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations and bonds required for the preparation of the tender;
     2. Enter into any agreement or arrangement with any other person that s/he shall refrain from submitting a tender or as to the amount of any tender to be submitted;
     3. Offer or pay or give or agree to pay 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 Framework any act or thing of the sort described above.
10. In this Form of Tender, the word "person" includes any person or any body or association, corporate or un-incorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Note: This Form of Tender must be signed by a director or responsible official in the case of the company, or by a partner or principal in the case of a private firm not being a company.

Signed ...........................................................................................................................

Name (BLOCK CAPITALS) .........................................................................................

in the capacity of ...........................................................................................................

duly authorised to sign tenders for and on behalf of:

Name of Tenderer .........................................................................................................

Postal Address .............................................................................................................

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

Postcode ..................................................

Telephone No ............................................ Date ………………………………………

**SECTION G - FORM OF CONFIDENTIALITY UNDERTAKING**

Provision of General Recuritment Services ref: CRN2017-015

To: The **Procurement and Supply Chain Manager,** Low Carbon Contracts Company Ltd

TENDERER’S UNDERTAKING IN RESPECT OF CONFIDENTIALITY AND CANVASSING

We, hereby undertake as follows:

1. to treat all information contained in the following as strictly private and confidential:
   * 1. the Invitation to Tender (ITT) document, complete with all appendices and schedules;
     2. all telephone conversations, meetings and correspondence with the Low Carbon Contracts Company or its Advisors;
     3. any other information gained from any other contact whatsoever made with the Low Carbon Contracts Company, its Officers, employees, representatives or agents;
2. to ensure that the ITT or any other documents relating to the project are only ever made available to a Tenderer who has entered into this undertaking and its directors, employees and professional advisers and/or financiers who are directly involved in the process of submitting a Tender;
3. to ensure that the ITT or any other documents relating to the project are not copied in whole or in part, reproduced, distributed or otherwise made available to any third parties in any circumstances nor use them for any purpose other than that for which they are intended by the Low Carbon Contracts Company without the prior written consent of the Low Carbon Contracts Company; and
4. to ensure that we do not undertake any publicity activities with any section of the media in relation to the Project without the prior written consent of the Low Carbon Contracts Company.

The above undertaking does not apply to any information which is or becomes publicly available or is shown by reference to written records to have been properly obtained from a third party (in each case otherwise than through a breach of any confidentiality undertaking).

We also hereby undertake that neither we nor any person employed by us or acting on our behalf will canvass or solicit any Member, Officer or Employee of the Low Carbon Contracts Company and the in connection with the tendering process for the Service.

We understand and accept that this letter shall continue in full force and effect unless specifically repealed by the Low Carbon Contracts Company in writing and agree to be legally bound by all the undertakings in this letter.

**Name: ……………………………………………..Title: ……………………………………**

**Organisation: ………………………………………………………………………………..**

**APPENDIX I - PARENT/HOLDING COMPANY GUARANTEE**

**(Reference Only)**

REFERENCE: CRN201\*/\*\*\*

THIS DEED OF GUARANTEE is made the \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Guarantor”) whose registered office is at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of the one part and The **Procurement and Supply Chain Manager,** Low Carbon Contracts Company Ltd Fleetbank House, 2-6 Salisbury Square, EC4Y 8JX of the other part.

WHEREAS: -

(i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Contractor”) whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has executed on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an Agreement (“the Framework”) with the Low Carbon Contracts Company Ltd for the Provision of \*\*\*\*\*\*\*\*\*\*\*\*\*add contract title) and the Low Carbon Contracts Company Ltd has executed the Framework in consideration inter alia of the Contractor procuring this Deed by the Guarantor.

(ii) The Guarantor is the parent company of the Contractor.

(iii) The Guarantor agrees to guarantee the performance by the Contractor of its obligations under the Framework in accordance with the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSES as follows: -

1 In consideration of the Low Carbon Contracts Company Ltd agreeing to enter into the Framework with the Contractor the Guarantor guarantees to the Low Carbon Contracts Company Ltd the punctual true and faithful performance and observance by the Contractor of all the obligations terms and conditions on its part to be performed and observed under the terms of the Framework and any extension or amendment thereof and binds itself properly to perform and observe or cause to be performed and observed any such obligations terms and conditions which the Contractor shall fail to perform and observe.

2 The Guarantor hereby agrees to indemnify and keep indemnified the Low Carbon Contracts Company Ltd against all losses damages costs and expenses which may be incurred by the Low Carbon Contracts Company Ltd by reason or in consequence of any failure by the Contractor punctually truly and faithfully to perform and observe all or any of the obligations terms and conditions on it’s part to be performed and observed under the terms of the Framework and any extension or amendment thereof.

3 The Guarantee and Indemnity hereby given shall not in any way be discharged nor the liability of the Guarantor hereunder be affected by any alteration to or variation of the Framework or by any time or any other indulgence granted to the Contractor by the Low Carbon Contracts Company Ltd or by operation of the law and if this Guarantee and Indemnity shall not operate for any reason as a Guarantee the Guarantor shall nevertheless be liable as principle in respect of the Indemnity.

4 This Deed shall be subject to English Law in all respects (including formation) and shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

Executed as a Deed by the Parties on the date which first appears in this instrument.

THE COMMON SEAL of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

was hereunto affixed by Order of the

Board in the presence of: -

Director

Secretary

The COMMON SEAL of the Low Carbon Contracts Company Ltd

was hereunto affixed in the presence of: -

Head of Legal

DATED

END