

# Environmental Association for Universities and Colleges

## Invitation to Tender

### The Sustainability Exchange

Issued: 11 August 2011

## Part 1: Introduction

1. The Environmental Association for Universities and Colleges (the “EAUC”) invites tenders for the creation of the Sustainability Exchange website.

2. The Sustainability Exchange Project is an online network for all English Higher Education Institutions’ (HEI) personnel interested in sustainability issues. Its audience is ultimately anyone working in the education sector interested in sustainability.

The Sustainability Exchange project is led by the Staffordshire University, funded by HECFE and delivered by the EAUC. The EAUC are responsible for the project management of the Sustainability Exchange, and as such are the point of contact for the tendering process.

The Sustainability Exchange will facilitate the sharing of information, best practice and resources through online communities, online learning and an interactive repository, in as many appropriate formats as possible.

This invitation to tender is for the Sustainability Exchange website. The site will use emerging and innovative ways to reflect the changes in how we now work and learn. This may include: webinars, downloads, online CPD, podcasts, videos, process development, e-learning, forums, ask the Expert and other interactive mediums. The focus will be on interactive, flexible and accessible information and communication systems.

3. The contract will commence on **12 September 2011** and will be completed by 1 February 2012, if not sooner, with the planned launch for the Sustainability Exchange being January 2012.

Notable dates:

- Tender Return Date: 31 August 2011 at 5pm
- Shortlisted tenders will be invited to book interview sessions on 7 September 2011
- Tender notification “contract award” is anticipated to take place on 8 September 2011

The contractor awarded the tender must be able to commence work on the project immediately, once the contract is awarded.

4. This Invitation to Tender (the “ITT”):

- details the background of this procurement;
- specifies the activities and outputs which the EAUC wishes to procure (“the specification”); and
- provides the details of the competition being conducted by the EAUC to select a supplier to enter into a contract for the provision of the EAUC’s Requirements.

5. In this ITT, references to the “Tenderer” are to the company, partnership, individual or other legal entity which, in response to this ITT, prepares and submits a tender to the EAUC in accordance with this ITT. That tender is referred to in this ITT as the “Tender”.

## **Part 2: The procurement**

6. Appendix i to this ITT provides background information in relation to the EAUC generally, and also to this procurement.

### **Value of the tender**

7. The value of the tender to undertake the delivery of this project is negotiable, dependent on the quality of the proposed Tender.

8. In terms of delivery costs, we seek to pay an annual licence fee for the ongoing provision of the Sustainability Exchange. This fee is negotiable.

9. The value of the tender to undertake the delivery of the Sustainability Exchange is negotiable, dependent on the quality of proposed Tender.

10. As a guide, we anticipate costs of up to a maximum of £11,000 inclusive of VAT for the delivery of the tender.

### **Intellectual Property Rights (IPR), Warranties and Indemnities**

11. Whilst the successful Tenderer retains the moral right of association and credit with the project, the EAUC and the Staffordshire University shall retain the full ability to edit the Sustainability Exchange as required and wherever reasonably practical.

12. The Staffordshire University, on behalf of the further and higher education sector, shall retain all copyrights, design rights, database rights, trademarks, all rights in the nature of copyright and related performance rights or any rights throughout the world (“the Intellectual Property Rights”) in relation to this project in all circumstances and in perpetuity.

13. Open source technologies are favoured for this project, however where the project requires closed source technology, a full breakdown of ongoing costs, costs of ongoing customisation, hosting and training must be submitted. Where closed source technology is created, the IPR rights will be transferred to the Staffordshire University, on behalf of the further and higher education sector.

14. We expect any work produced by the successful Tenderer in relation to this project will include the following Creative Commons Licence statement:

© 2011 Staffordshire University: This work is issued under the Creative Commons Attribution-Non Commercial-No Derivs 2.0 UK: England & Wales license.  
<http://creativecommons.org/licenses/by-nc-nd/2.0/uk/>

15. Tenderers are free to express alternative options to the proposed approach outlined above.

## **The specification**

16. The EAUC's requirements are set out below. This is the "Specification". The Specification will form part of the contract between the EAUC and the successful Tenderer.

### ***The EAUC's requirements are as follows:***

17. The EAUC is seeking proposals to undertake the delivery of the Sustainability Exchange website and software platform. Working in close collaboration with the EAUC's Sustainability Exchange Project Manager, the successful Tenderer will deliver the following outputs:

- i. Create a visually attractive and easy to use software platform and web template for the Sustainability Exchange (SE), utilising the SE logo as a basis for the look and feel of the site. Present at least three different visuals of the website skin for consideration;
- ii. Deliver a software platform that acts primarily as an online repository of information and a host for online community activity;
- iii. Deliver an online repository that facilitates the sharing and downloading of best practice and resources in as many appropriate formats as possible:  
e.g.;
  - MS Office documents
  - PDF documents
  - MP3 and MP4 files
  - Video
  - Links to externally held resources
- iv. The repository must be;
  - A fully tagable repository;
  - Fully searchable and enables users to filter with advanced searches;
  - Enables access to content held externally by third parties without additional log ins/passwords by users (the SE will need to enable access of some third party content, i.e. through an automatic hidden login/password system);
  - Enables third parties to upload and share their content through the SE repository, securely (with third party control over Copyright/Creative Commons Licenses);
  - Provides content providers with a promotional interface that acknowledges their provision of content, includes contact details, links and an automatically updating list of repository content provided by them;
  - Enables content to be scored in terms of number of views/downloads and be simply rated by viewer i.e. 'Like', and;
  - RSS feeds to notify of new content;

- v. Delivers a software platform that enables user defined communities to come together and exchange views, information and best practice, to include:
  - Closed and open groups/forums – which users can join;
  - Links/tags to repository content, when appropriate;
  - Social networking web 2.0 tools;
  - RSS feeds; and,
  - Calendar – event and meetings alerts;
  
- vi. The Sustainability Exchange will utilise Web2.0 technologies, where appropriate, to make community discussions, learning opportunities, news feeds and any resources, including the repository, available as interactively, flexibly and accessibly as possible. We are looking at tools including Webinars, Podcasts, Facebook and Twitter, therefore interoperability will need to be considered. Online tool/s and system/s must support:
  - The interactive repository;
  - Online communities;
  - Online learning including CPD;
  - Ensuring all content and systems are adhering to appropriate interoperability, accessibility, usability guidelines etc.; and,
  - Viewable on mobile technology;
  
- vii. Security and log ins: the SE repository must enable users to access information held on other servers owned externally, easily whilst protecting the security of the information owner. It is anticipated that there be only one password/log in required to access the content of the SE, however it is likely that the software will need to facilitate hidden log in procedures so that other data resources can be accessed;
  
- viii. The SE has a number of stakeholder groups that support its development and who may contribute content. Each of these will need appropriate recognition, with a profile page (see iv). This page enables the contributor to update content and detail, includes links, organisation information, contact details, logo's, event details and lists content provided for the directory – which is automatically updated as new content is added;
  
- ix. IPR/Copyright and Creative Commons: The SE must be fully compliant with current law on IPR and Creative Commons licensing. Contributors of repository and other site content will have control over their chosen Creative Commons Licence, however they will need to go through a straightforward and quick process of registering their content with the SE, which enables them to select the appropriate licence for a specific piece of content;
  
- x. The EAUC will act as administrator for the SE, and will need full administration rights and access to edit, monitor, remove and amend site content. Content placed on the site by third parties will be done so in accordance with a set of terms and conditions. The administrator will need the ability to remove or edit content considered inappropriate, or otherwise, within the regulatory boundaries of any Licence held;
  
- xi. The SE must enable the administrator to view and download user analytics, creating an event log that captures the spectrum of use, which

may be used for evidence of use, impact and CRM (customer relationship management);

- xii. The SE must be designed with the future in mind. Whilst the site may begin with the repository and the online communities, it needs the ability to support future developments as they may evolve;
- xiii. The EAUC is happy to consider tenders, where existing software platforms and tools are brought together to create the SE platform, in order to maximise the SE's potential to a wide range of users, within a limited budget;
- xiv. Timescales: The successful Tenderer will need to provide a full schedule for the delivery of the SE. The main phase of development work on the SE must be completed so that external testing can begin by November 2011. It is anticipated that the SE will be launched at the beginning of January 2012, with the contract completed by 1<sup>st</sup> February 2012, if not before;
- xv. Accessibility: the site must comply with all relevant accessibility and disability regulations, and the technology used to deliver this project must be readily accessible by the majority of users. Tenderers may be requested to show documentary evidence that the work is fully accessible across all major internet browsers and versions – for example, that they comply with W3CAA;
- xvi. The successful Tenderer (on awarding of contract) will be required to submit a site map or wire frames/storyboards for the platform (or that of a similar one they have worked on) prior to commencing the delivery of the Sustainability Exchange;
- xvii. The Tenderer will be responsible for initial testing of the software. The EAUC, together with project partners, will also test the site before a final sign off is achieved. The testing period is anticipated to take place during November and December 2011;
- xviii. The Tenderer will be expected to provide a handover period to include full training on the site management, editing and use, together with a comprehensive manual for the administrator;
- xix. The Tenderer must highlight in their Tender any ongoing support costs and outline costs for additional work outside of the specification; and,
- xx. The final and full specification detail will be agreed with the successful Tenderer, once appointed.

### **Part 3: Tender requirements**

18. This Part 3 of the ITT is concerned with instruction to Tenderers on submission of Tenders, including an explanation of the required content of Tenders.

### **Introductory requirements**

19. The Tenderer should include full contact details, including the legal name of the Tenderer, a full postal address and, where the Tenderer is a company, the company number and the registered office.

20. A telephone number, web address, fax number and email contact details for the Tenderer should also be provided.

### **Tender specific requirements**

21. All Tenders should include the following information:

- a. The Tenderer's proposed approach and method statement to meeting the requirements of the Specification;
- b. The Tenderer's relevant skills and previous experience, including case study detail of two other similar projects that the Tenderer has completed;
- c. The name of the person who will be principally responsible for performance and fulfilment of the EAUC's Requirements, together with details of that person's education and professional qualifications and relevant skills and experience;
- d. Details of the other key personnel who would be involved in the performance and fulfilment of the EAUC's Requirements and their educational and professional qualification and relevant skills and experience;
- e. Pricing requirements: to include a breakdown of hourly rates, total anticipated hours, expected travel and other overheads, representing the total cost to the EAUC for the performance and fulfilment of the EAUC's Requirements, including all expenses and outlays;
- f. Confirmation that the Tenderer will be able to accept the EAUC's standard Terms and Conditions, as issued with this ITT; and,
- g. Confirmation that the Tenderer:
  - i. is not subject to proceedings relating to bankruptcy, insolvency, administration, receivership or any equivalent proceedings;
  - ii. is not aware of any such pending proceedings;
  - iii. has not made any composition or arrangements with or for the benefits of its creditors; and,
  - iv. carries an appropriate level of liability insurance for this type of project.
- h. Confirmation that the Tenderer has not, and none of its directors, officers or proprietors have, been convicted of any criminal offence related to the business of the Tenderer or professional conduct.

22. Notwithstanding the requirements above as to the EAUC's Standard Terms and Conditions, if a Tenderer believes that it can only submit a sustainable Tender with certain qualifications to those Terms and Conditions, the EAUC may accept a

Tender that is qualified in that respect to the minimum extent necessary and shall evaluate that Tender accordingly.

23. Any such qualification to the EAUC's Standard Terms and Conditions (see Appendix vi) should be indicated by including as part of the Tender a matrix which details the particular clause of those Terms and Conditions which the Tenderer wishes to qualify and a precise description of that qualification. If possible, the Tenderer should also provide details of any alteration to its proposed contract price which the Tenderer would require to make in order to comply fully with the EAUC's Standard Terms and Conditions.

### **General Requirements**

24. Tenderers should submit an electronic copy their Tender and (with files in Microsoft Word or pdf format) to [gainge@eauc.org.uk](mailto:gainge@eauc.org.uk). All Tenders shall be submitted in English.

25. All prices shall be stated in Sterling, inclusive of VAT.

### **Sub-contractors**

26. If the Tenderer proposes to use sub-contractors in relation to the performance and fulfilment of the EAUC's Requirements, then the Tenderer must provide the same details in respect of each sub-contractor as it is asked to provide in respect of itself. For example, contact details should be given for each sub-contractor, as should key personnel, financial and insurance information.

### **Completion of Tenders**

27. Tenderers must include with their Tender signed copies of the *Form of Tender* and the *Bona Fide Competitive Tender Form*, copies of which are included in Appendices iv and v of this ITT respectively.

### **Compliance**

28. Please note that if a Tenderer does not comply with any of the requirements of this ITT as regards the Tender, the EAUC may (at its sole discretion) reject that Tender.

### **Submission of Tenders**

29. Tenders should be submitted electronically to:

Gill Ainge  
Sustainability Exchange Project Manager  
Environmental Association for Universities and Colleges  
**[gainge@eauc.org.uk](mailto:gainge@eauc.org.uk)**  
**[www.eauc.org.uk/exchange](http://www.eauc.org.uk/exchange)**



30. Tenderers should ensure that their Tender is submitted to the EAUC no later than **5.00pm on Wednesday 31 August 2011** (the “Tender Return Date”).

#### **Part 4: The tender process**

31. Following the tender return date, the EAUC will evaluate the Tenders it has received using the Evaluation Criteria outlined in Appendix ii. The EAUC shall be responsible for identifying the successful Tenderer.

32. The EAUC’s indicative procurement timetable is as follows:

<b>Date</b>	<b>Task</b>
11 August 2011	Issue of ITT
31 August 2011	Tender Return Date
7 September	Shortlisted tenders – interviews
8 September 2011	Contract Award
12 September 2011	Contract Commencement
10 January 2012	Launch of Sustainability Exchange
By 1 February 2012	Contract Completion

#### **Enquiries by Tenderers**

33. During the Tender preparation period, Tenderers may submit written questions and requests for clarification or further information. Tenderers should address their questions and requests for clarification or further information as regards any technical or administrative enquiries to Gill Ainge, Sustainability Exchange Project Manager (gainge@eauc.org.uk).

34. Tenderers should only communicate with the EAUC in this way during the tender process.

35. Where any such enquiry has been made, the EAUC may, if it considers it appropriate, circulate to all Tenderers a copy of the enquiry and the written response, preserving the anonymity of the enquirer.

36. If a Tenderer does not wish an enquiry to be circulated in this way, this should be clearly indicated in the enquiry. If the EAUC considers that an enquiry submitted in this way cannot be answered without compromising the integrity of a fair and open procurement process, the EAUC will advise the Tenderer of this.

#### **Clarification after submission of Tenders**

37. The EAUC may request clarification or further information of any part of a Tender at any time prior to completing the evaluation of Tenders and Tenderers shall respond promptly to any such clarifications. Any such clarification or further information may be taken into account by the EAUC in evaluating tenders.

#### **Notification of Outcome**

38. All Tenderers who submit a Tender will be notified of the outcome of the tendering process in writing.

## **Part 5: Conditions of Participation**

39. Appendix iii contains conditions which apply to this procurement exercise, including as regards, for example, confidentiality, non-collusion and the EAUC's rights. The attention of the Tenderer is drawn to these conditions.

## **Part 6: Conclusion**

40. The EAUC appreciates the time and effort which will be expended in preparing the Tender and looks forward to receiving this.

## **Appendix i: Background information**

### **The Environmental Association for Universities and Colleges (the “EAUC”)**

The EAUC is the environmental and sustainability champion within the further and higher education sectors. We are a member association supporting universities and colleges across the UK. We are a registered charity in England & Wales (Charity Number 1106172).

Through the provision of training, advice, guidance and support, our aim is to ensure that our members have access to latest information relating to environmental legislation, technologies, best practice and research to enable each institution to improve its environmental performance.

Further details of our activities can be found at [www.eauc.org.uk](http://www.eauc.org.uk).

Further details on *The Sustainability Exchange* can be found at <http://www.eauc.org.uk/exchange> and overleaf:

## Key Messages

---

### What is the Sustainability Exchange?

- The Exchange is a collaborative sector owned resource delivered by the EAUC, led by Staffordshire University, funded by HEFCE;
- It's a powerful one stop shop for the English HE sector (in the first instance) on sustainability to aid cross organisational collaboration, co-ordination and a more efficient and cost effective approach;
- It's a repository and gateway of knowledge, information and contacts which will improve access to sector resources and expertise;
- It's an online community (and sub communities) that communicate and share information on sustainability;
- It's an online tool providing best practice advice and support.

#### *The initial target audience*

- Those within the English HE sector that lead, plan and deliver environmental and sustainability activity across any part of the institution.

#### *Why get involved (be Founding Partners)?*

- Recognition for your organisation's expertise and good practice in the field of sustainability;
- Recognition that your organisation is stepping up to the global sustainability challenge;
- An opportunity to build better linkages and understanding with other leading sector bodies and to work more efficiently and effectively with a coordinated and linked cross sector approach;
- The Sustainability Exchange can act as a hub for your organisation to compile materials for your members and wider users, as well as the home of your online community.

### How do organisations get involved?

- Make relevant content available: share their sustainability best practice guides, case studies, tools and other resources through the website repository. See more on 'how' further on;
- Exchange ideas, knowledge and views on sustainability by encouraging their members/users to join the communities that will become active via the Sustainability Exchange.

#### *Message to the Founding Partners (FP's):*

- The Sustainability Exchange is only as powerful as the information easily available through it;
- The more quality information available via the Sustainability Exchange from the FP's, the greater the recognition FP's can receive;
- The type of content that we hope will be shared by FP's will include documents, case studies, benchmarking tools, webinars, video clips, podcasts etc;
- As a provider of content on the Sustainability Exchange - the FP's control the level of copyright/IPR licence for that content, each item will carry its own licence. NB: The Exchange will carry a default Creative Commons licence, most likely: Creative Commons Attribution-NonCommercial-ShareAlike UK2.0 Licence (BY-NC-SA), as standard;
- We need the FP's to make their relevant resources available outside of their membership and outside of website logins (the Exchange will act as a gateway and hub to the content, so that it can remain on your site/server but can be viewed through the Sustainability Exchange window.
- Users of the Sustainability Exchange will only need one log in to access the network of resources;
- Where additional log ins are required to access content held offsite of the Sustainability Exchange (i.e. on the FP's own servers), the Sustainability Exchange will provide a remote log in system to that content, so that security is maintained on behalf of the content provider.

Delivered by the EAUC

### **The EAUC (with the support and input of the FP's)**

- We will create a user friendly website based repository to act as a gateway of information and communication on sustainability;
- We will ensure that the FP's are recognised for their initial and ongoing support of the Sustainability Exchange;
- When content is made available through the Sustainability Exchange we will ensure that the contributing organisation receives full recognition and the provider has complete control over it's copyright/IPR licence;
- With the active help of the FP's, the EAUC will ensure that the Sustainability Exchange is promoted and marketed professionally and effectively from the start, to ensure that both the Sustainability Exchange and its contributors benefit from raising awareness;
- The Sustainability Exchange will be developed with 'sustainability in mind' to ensure that the resource is available beyond the life of the initial HEFCE funding period (see further on).

### **What does the EAUC need next from the FP's?**

- The FP's to start identifying content ready to be linked to the Sustainability Exchange;
- To assist the practical process of making the content accessible via the Sustainability Exchange - considering appropriate copyright licences and any password/log in issues that will need to be overcome (in order to ensure the content provider's IPR requirements and access security needs are met by the Sustainability Exchange) – more will follow on this shortly;
- To feed in to the discussions on the development phase of this project.

### **The Future of the Sustainability Exchange – beyond the funding period**

- From the start, the Sustainability Exchange is being developed with a long life span in mind, enabling it to provide its services beyond the HEFCE funding period;
- Whilst the Sustainability Exchange will initially serve the English HE sector, it is anticipated to roll out further to FE and UK based educational institutions, who owing to their similar nature, seek to benefit from the Sustainability Exchange as a powerful resource;
- The initial development will involve an element of Web2.0 tools, however it is envisaged that a greater number of tools and resources will be incorporated further down the development of the Sustainability Exchange, which may assist in income generation. This might include additional CPD units, webinars etc.
- The EAUC is already working up a 'future proofing' strategy to support the future of the Sustainability Exchange.

### **What's happening now?**

- *End July* – the Sustainability Exchange Logo is launched;
- *Early August* – invitations to tender for the Sustainability Exchange will be circulation to web designers;
- *August onwards* – Founding Partners to identify content for the Sustainability Exchange.

### **The Sustainability Exchange Founding Partners**



## **Appendix ii: Evaluation Criteria**

### **1. Introduction**

1.1. Tenders will be evaluated by the EAUC in accordance with the evaluation process set out in this Appendix ii.

### **2. Standing of Tenderer**

2.1. The financial and insurance information provided by Tenderers in their Tenders will be used by the EAUC to assess the financial standing of the Tenderer.

2.2. Any Tenderer which the EAUC considers to be subject to insolvency (or similar) proceedings may not be taken forward.

2.3. Any Tenderer which the EAUC considers to have material and relevant convictions relating to the Tenderer's business or professional conduct may not be taken forward.

### **3. Evaluation Process**

3.1. All Tenders will be checked initially for compliance with the ITT and for completeness.

3.2. Clarification may be sought from Tenderers in order to determine if a Tender is compliant and complete.

3.3. Any Tender which is not substantially compliant and/or complete with the ITT may, in the EAUC's sole discretion, be rejected.

3.4. Complete and compliant Tenders will be evaluated by the EAUC to determine the most economically advantageous Tender based on the following criteria:

- the likelihood of the Tenderer developing and delivering the Sustainability Exchange platform to a high quality standard on time and within budget, keeping to the timescales agreed with the EAUC;
- the Tenderer's knowledge and experience of online repository creation and online community development;

- the Tenderer's approach and experience of using innovative technology, including Web2.0 Tools, whilst intending to create a very user friendly site;
- the Tenderer's proposed approach to Intellectual Property Rights and transferring ownership of the Sustainability Exchange to Staffordshire University on behalf of the further and higher education sectors;
- overall cost and the extent to which the Tenderer would provide clear value for money;
- the extent of the Tenderer's acceptance of the EAUC's standard Terms and Conditions.

## **Appendix iii: Conditions of Tendering**

### **1. Confidentiality**

1.1. In this section, “Information” means the information contained in this ITT or sent with it, or which has been or will be made available to the Tenderer by the EAUC in connection with any further enquiries in relation to its subject matter.

1.2. The Information is being made available to Tenderers by the EAUC on condition that:

- Tenderers shall at all times treat the Information as confidential;
- Tenderers shall not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or permit or suffer any of these things to happen;
- Tenderers shall not use the Information for any purpose other than for the purpose of submitting (or deciding whether to submit) a Tender.

1.3. Tenderers may disclose, distribute or pass Information to another person if either:

- this is done for the sole purpose of enabling a Tender to be submitted and the party receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out above;
- they are required to do so by law; or
- the Tenderer obtains the prior written consent of the EAUC in relation to such disclosure, distribution or passing of Information.

### **2. Accuracy of Information**

2.1. The Information has been prepared by the EAUC in good faith but does not purport to be comprehensive or to have been independently verified and is not warranted.

### **3. Canvassing and Collusion**

3.1. Any Tenderer who, in conjunction with this competition or any resulting contract:



- offers any inducement, fee or reward to any member or officer of the EAUC or any person acting as an adviser for the EAUC in connection with this competition or the contract; or
- does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
- contacts any officer of the EAUC prior to the contract being awarded about any aspect of this competition or the contract in a manner not permitted by this ITT; or
- commits any of the acts prohibited by the *Bona Fide Competitive Tender* form;

may be disqualified (without prejudice to any other civil remedies available to the EAUC and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

#### **4. The EAUC's right to reject bids**

4.1. The issue of this ITT in no way commits the EAUC to award any contract pursuant to the tendering process. The EAUC is not bound to accept the lowest or any Tender and reserves the right to accept any Tender either in whole or in part.

4.2. The EAUC reserves the right at its sole discretion to withdraw from the tendering process at any stage.

#### **5. Tendering Costs**

5.1. Tenderers shall bear their own costs of tendering. The EAUC shall not be liable for the costs of tender preparation, regardless of the outcome of the tender process.

#### **6. Amendments**

6.1. The EAUC reserves the right to issue amendments to the ITT prior to the Tender Return Date. These will be issued to all Tenderers at the same time and Tenders received will be assumed to take account of any such amendments.

#### **7. Sub-contractors**

7.1. Where a Tenderer intends to use sub-contractors, it will be the responsibility of that Tenderer to provide its proposed sub-contractors with all the necessary information regarding this ITT.

**Appendix iv: Form of Tender**

**Form of tender for the Environmental Association for Universities and Colleges (the “EAUC”)**

(\* Delete as appropriate)

The tenderer named below (the “Tenderer”) hereby contracts and agrees on the written acceptance of the Tender by the EAUC to provide the goods and/or services in the Specification in accordance with the EAUC Standard Conditions of Contracts for [\*Goods and Services/Professional Services], each as set out in or sent with the EAUC’s Invitation to Tender (the “ITT”).

The Tenderer undertakes that its tender is submitted in accordance with the ITT, and in particular with:

- this Form of Tender included within the ITT;
- the Certificate of Bona Fide Tender included within the ITT;
- the Specification for the Sustainability Exchange project included within the ITT; and
- the EAUC Standard Conditions of Contract for Professional Services.

The Tender shall remain open for acceptance by the EAUC for 30 days from the Tender return date.

The Tenderer understands that the EAUC is not bound to accept the lowest or any tender and shall not be bound to use any selected contractor as a sole or exclusive supplier.

Signature.....

Name.....(BLOCK CAPITALS)

Designation.....

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer.....

Nature of Firm (Company, partnership, etc).....

Address.....

.....

.....

Telephone Number.....

Date.....

**Appendix v: Certificate of Bona Fide Competitive Tender**

Tender for: the development and delivery of the Sustainability Exchange online facility.

1. The tenderer named below (the "Tenderer") certifies that this is a bona fide tender, intended to be competitive, and that the prices tendered have not been affected by any arrangement or agreement with any other person. In particular, the Tenderer certifies that it has not, at any time prior to the time and date set for return of this Tender:

1.1. communicated to any person other than the designated recipient of the Tender the amount or approximate amount of the tender, except where such disclosure, in confidence, was necessary to obtain insurance cover quotations or sureties for the preparation of the Tender;

1.2. entered into any arrangement with any other person whereby that person will refrain from tendering, or in connection with the amount of any tender to be submitted;

1.3. offered or paid or given, or agreed to pay or give, any inducement (financial or otherwise) to any person with a view to affecting the propriety of the tendering process in any way.

2. The Tenderer undertakes that it will not, at any time, do or procure that doing of any of the acts mentioned in paragraphs 1.2 and 1.3 above, and that it will not, at any time prior to the time and date specified for the return of tenders, do or procure the doing of the act mentioned in paragraph 1.1 above.

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

4. The Tenderer declares that the prices tendered are/are not\* affected by any prospect of a subsidy or other assistance from government or other public authority (\*please delete as appropriate).

5. Details of subsidy or other assistance from government or other public authority are as follows (please provide details of scheme, source of funds and amount):

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

6. The Tenderer certifies that any such subsidy or other assistance from government or other public authority is fully compliant with all relevant national and European competition law.

Signature.....

Name.....(BLOCK CAPITALS)

Designation.....

Duly authorised to sign Tenders for an on behalf of:

Name of Tenderer.....

Nature of Firm (Company, partnership, etc).....

Address.....

.....

.....

Telephone Number.....

Date.....

## **Appendix vi: EAUC Standard Terms and Conditions (Professional Consultant Services)**

In these Conditions the following words shall have the following meanings: "The EAUC" means Environmental Association for Universities and Colleges (a company registered in England and Wales under No. 5183502, Charity No.1106172 whose registered office is EAUC, Park Campus, University of Gloucestershire, Cheltenham, GL50 2RH. "You" means the person, firm or company to whom the Purchase Order is addressed such person firm or company being an independent contractor willing and able to provide services to the EAUC and "your" shall be interpreted accordingly; the "Purchase Order" means the EAUC's Authorised written instructions or amendment to such written instructions to You to supply the Services; "Authorised" means signed by one of the EAUC's Authorised Officers; the "Services" means independent advisory and consulting services as described in the attached Purchase Order and/or Consultancy Assignment Schedule and/or agreed action plan and such other projects and management issues as shall, from time to time, be assigned to it by the EAUC; "Conditions" means these terms and conditions for consultants; the "Agreement" means an agreement for the provision of the Services comprising these Conditions, the Purchase order and your acceptance of the Purchase Order

1. The EAUC has offered and You have accepted engagement, on the terms set out in the Agreement, to provide the Services by all reasonable and proper means, to maintain, improve and extend the business of the EAUC and to further their reputation and business interests.

2. In consideration of the Services provided by You, the EAUC shall, within 30 days of your provision of the Services and upon receipt of an invoice from You pay to You the consultancy fee detailed in the Purchase Order.

3. You shall provide Services to the EAUC for the period of the Agreement unless terminated during such period by either the EAUC or You giving to the other not less than 1 weeks' notice to that effect or in accordance with either of clauses 14 or 15 below.

4. During the period of the Agreement You may accept and perform engagements from other companies, firms or persons which do not impinge upon your ability to provide the Services at such times and in such manner as may (in the reasonable opinion of the EAUC) be convenient to the EAUC provided that You shall not accept any employment or engagement by any person, firm or company which is similar to or in any way competitive with any of the businesses of the EAUC without the prior written consent of the EAUC.

5. Throughout the term of the Agreement You shall, when required, give to the EAUC (or to such other person or persons as it may direct) such written or oral advice or information regarding any of the Services as it may reasonably require.

6. You agree exclusively to provide the Services to the EAUC on such days and at such times as the EAUC may require throughout the period the Agreement and to ensure that you provide the Services to the best of your ability and in an expert and diligent manner.

7. You shall not have any authority to incur any expenditure in the name of or for the account of the EAUC unless the EAUC shall have agreed in advance to it being so incurred or hold itself out or permit itself to be held out as having any authority to do or say anything on behalf of or in the name of the EAUC unless the EAUC shall have consented in advance to its so doing or saying.

8. You warrant and represent to the EAUC that you are an independent contractor and, as such, bear sole responsibility for the payment of tax and national insurance contributions which may be found due from You in relation to any payments or arrangements made under the Agreement and, further, agree to indemnify the EAUC in respect of all and any income tax which may be found due from the EAUC on any payments or arrangements made under the Agreement together with any interest, penalties or gross-up thereon.

9. You shall register for value added tax if and when required by law and shall promptly notify the Department of Social Security of its liability for Class 2 and, where appropriate, Class 4 national insurance contributions.

10. You shall not disclose or use or cause to be disclosed or used, at any time during or subsequent to the Agreement, any secret or confidential information of the EAUC or any of their customers or any other information relating to the business, financial or other affairs of the EAUC or any of their customers except as required by the EAUC in connection with your performance of the Agreement or as required by law.

11. All notes, computer disks and tapes, memoranda, correspondence, records, documents and other tangible items made, used or held by you under the Agreement which relate directly or indirectly to the business of the EAUC or any of its Group Companies shall be and remain at all times the property of the EAUC. Upon the termination or expiration of the Agreement, You shall promptly deliver to the EAUC all such tangible items which are in your possession or control and which either belong to the EAUC or contain secret or confidential information as described in clause 10 above.

12. All intellectual property conceived or made by You in the course of providing the Services shall belong to the EAUC and You hereby assign and agree to assign all your interest therein to the EAUC or its nominee. Whenever requested to do so by the EAUC You shall, at the EAUC's expense, execute any and all applications, assignments or other instruments which the EAUC shall deem necessary to give effect thereto.

13. You warrant and represent that You will be the sole beneficial owner of the entire right title and interest in and to any intellectual property rights conceived originated or made by or on behalf of You during the course of the provision of the Services and that You will be free to assign such intellectual property rights to the EAUC pursuant hereto without any third party claims liens charges or encumbrances of any kind and that You are free of any duties or obligations to third parties which may conflict with the terms of the Agreement. You agree to indemnify the EAUC against any and all liability loss damage costs and expenses which the EAUC may incur or suffer as a result of a breach by You of the warranties set out in this clause.

14. The Agreement shall terminate automatically without any requirement for notice or payment in respect of any outstanding period of the Agreement in the event that You become unable to provide your Services whether by reason of your death, permanent disability, resignation, dismissal or for any other reason whatsoever.

15. The EAUC may by written notice terminate the Agreement if You shall have been in breach of any term of the Agreement which, in the case of a breach capable of remedy, shall not have been remedied by you within 7 days of receipt by You of a written notice from the EAUC specifying the breach and requiring its remedy; shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the EAUC to do so; or shall have conducted yourself in any manner which, in the opinion of the EAUC, has brought or is likely to bring either You or the EAUC into disrepute or has or is likely to impair your ability to provide any of the Services to the EAUC or to do so in any manner or at any time which the EAUC shall reasonably have required of You.

16. The Agreement is personal between the EAUC and You, and neither may sell, assign or transfer any duties, rights or interests created under the Agreement without the prior written consent of the other.

17. These Conditions and the Purchase Order contain the entire agreement of the parties. They may not be changed by oral agreement but only in writing signed by both parties.

[END]