Supply of Electricity Framework Invitation to Tender  
Zenergi  
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# Background

## Framework Administrators

### About

South West Essex Community Education Trust (SWECET) (the "**Framework Owner**") is procuring the following Framework for half hourly and non-half hourly metered electricity. The Framework will provide contracting authorities (predominantly in the education sector) ("**Calling Off Authorities**") with the opportunity to secure reliable supplies of electricity by way of Framework call-offs in compliance with the Procurement Act 2023. The Framework Owner intends to enter into Framework Agreements with the successful Tenderers.

The Framework Owner has appointed Zenergi Limited (the "**Framework Administrator**") to procure and manage the Framework as agent on its behalf.

The Framework Owner and the Framework Administrator are partnering with the Institute of School Business Leadership (ISBL), which is championing the Framework within the education sector.

Those Tenderers that are successful and appointed to the Framework will become "**Framework Suppliers**".

The Framework is designed to allow Calling Off Authorities to take advantage of Mini-Competitions between Framework Suppliers to achieve best value for their procurement given market conditions at that time, in compliance with the Procurement Act 2023.

The Framework will consist of 2 Lots detailed later in this document covering both fixed price, fixed term supply contracts and flexible purchasing contracts which allow the commodity element to be purchased over the course of the contract term.

### Benefits of the Framework

This Framework has been created in order to meet government targets for sustainability. This approach means that we are confident uptake will be strong through the education community. The Framework will enable Calling Off Authorities to procure more swiftly and efficiently whilst complying with their duties under the Procurement Act 2023. It will enable Tenderers to access a wide sweep of public sector customers without the need to respond to multiple formal tenders.

Our approach enables suppliers to be pre-qualified based on fundamental aspects of product, service and delivery but also allows for natural changes in commercial competitiveness over the course of the Framework term by utilising mini-competitions.

## Overall Framework Details

### Start Date & Duration

The Framework will cover the period of 1 year from its commencement date. This is intended to cover the period May 2025 – May 2026.

### Permissible Users

The Framework Owner is procuring the Framework on behalf of the contracting authorities of listed in Appendix 2

### Portfolio Potential

The Framework Administrator currently has c 3,000 schools and 3 local authorities in previous frameworks. The value of the total Framework is expected to be around £88million contracted spend

### Advertising & Marketing

This Framework will be promoted via national conferences, roadshows, referrals, digital marketing and speaking at various events across the UK.

ISBL have an area dedicated to energy on their website which allows potential end users to get into contact and sign up to the Framework.

### Social Value & Environmental Factors

A key aspect of this Framework is the consideration of The Public Services (Social Value) Act 2012 and to ensure that Framework Suppliers actively share our goal of positively contributing to environmental and social matters through the execution of these contracts.

Areas that we believe are relevant to this contract are covered below and Tenderers will be asked to provide details as part of the evaluation as to how they can demonstrate their commitment to these throughout the course of this Framework.

|  |  |
| --- | --- |
| Theme | Objectives |
| Through the delivery of the Framework create new businesses, new jobs and new skills | Create opportunities for entrepreneurship and help new, small organisations to grow, supporting economic growth and business creation.  Create employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas.  Create employment and training opportunities, particularly for people in industries with known skills shortages or in high growth sectors.  Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.  Influence staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors. |
| Through delivery of the Framework, fighting climate change | Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.  Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement |
| Through delivery of the Framework promote equal opportunity | Demonstrate action to increase the representation of disabled people in the contract workforce.  Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.  Influence staff, suppliers, customers and communities through the delivery of the contract to support disabled people.  Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.  Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.  Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain |
| In delivering the Framework, demonstrate improved community integration | Demonstrate collaboration with users and communities in the codesign and delivery of the contract to support strong integrated communities.  Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities |

# Overview of Tender Process

## Requirements

### General

This procurement exercise is being run in line with The Procurement Act 2023 and is utilising the Open Procedure.

There will be a requirement for all tenders to be submitted electronically rather than by hard copy. Any and all communication in relation to this tender must be via the following email address [Elecframework@zenergi.co.uk](mailto:Elecframework@zenergi.co.uk) “**Contact Address**”.

The Framework covers the supply of half hourly and non-half hourly metered electricity and associated invoicing and query management services.

The aim of the Framework is establish a pool of Tenderers who have met the standards necessary and are qualified as Framework Suppliers, who can then be called upon to enter a Mini Competition phase.

The Framework Owner reserve the right to cancel this procurement exercise for any reason without being held liable for any cost or expense to any Tenderers or their sub contactors.

### Lots

This procurement exercise is split into 2 Lots. Tenderers may bid for one or both Lots and each Lot will be scored on their own merit and with answers provided for that Lot only.

The Lots relate to the type of utility supply contract to be entered into by the Calling Off Authority, whether this be a fixed price for a fixed term, or a risk managed, flexible framework.

|  |  |  |
| --- | --- | --- |
| Lot Number | Lot Description | Award Method |
| 1 | Fixed Price, Fixed term | Framework & Mini Competition |
| 2 | Flexible Bespoke/Basket | Framework & Mini Competition |

### Registering interest

In order to ensure that all Tenderers stay up to date with tender progress and any questions that may be raised, please email the Contact Address with your company name and contact details at the earliest opportunity.

### Tenderer clarification questions

Where a Tenderer wishes to seek clarification in relation to this ITT, it must submit its clarification questions via the Platform no later than the time and date specified in timetable below. The Framework Owner will endeavour to provide written responses to the clarification requests received prior to the clarification deadline within a reasonable period to allow Tenderers to take the responses into account when completing their Tender Responses.

Subject to this section, the Framework Authority will publish each clarification question and its answer to that question to all Tenderers.

If a Tenderer considers that the content of any of its questions or requests for clarification are, or would reveal, information of a confidential or commercially sensitive nature relating to its business it should state this clearly and provide reasons. The Framework Owner is not bound by the Tenderer's claim that information is confidential or commercially sensitive. Where the Framework Owner considers it necessary for reasons of confidentiality or commercial sensitivity, it may:

(a) ask the Tenderer to withdraw and resubmit the question so that it does not contain, or the response to the question would not reveal, confidential or commercially sensitive information; or

(b) publish the question and response to other Tenderers in a redacted or amended form; or

(c) respond to the question and not publish the question or response.

## Timeline

|  |  |
| --- | --- |
| Activity | Date |
| ITT Issued | 17th March 2025 |
| Clarification Deadline | 24th March 2025 - 5pm |
| Response to Clarifications | 26th March 2025 - 5pm |
| Tender Response Closing Date | 11th April 2025 – 5pm |
| Notification of proposed Framework Suppliers | 17th April 2025 – 5pm |
| Standstill Period Ends | 1st May 2025 |
| Appointment of Framework Suppliers | 2nd May 2025 |
| Framework Start | 2nd May 2025 |

## Selection Process

Tenders will be submitted via the Platform and in compliance with the requirements of this Invitation to Tender. Tenderers should ensure that they answer all questions fully and factually. All questions should be answered on their own merit without cross-referencing other responses.

They will be evaluated under a number of criteria –

* **Mandatory & Discretionary Grounds for Exclusion and Financial (Sections 4.3)** –If Tenderers do not pass all sections, they will be disqualified from the process and their bid will be rejected. The Tenderer will not pass the Mandatory and Discretionary Grounds for Exclusion where (1) it is an excludable supplier (as defined in the Procurement Act 2023) and the Framework Owner considers that as a result (and taking account of all the circumstances) it is not appropriate to enter into a Framework Agreement with the Tenderer or (2) it is an excludable supplier (as defined in the Procurement Act 2023). When considering whether a Tenderer passes the Mandatory and Discretionary Grounds for Exclusion the Framework Owner will have regard to the considerations set out in s58 of the Procurement Act 2023. The Tenderer will pass the Financial assessment where following a review of the Tenderer's financial information (including but not limited to any credit reports, if available), the Framework Owner considers there is no material ongoing financial concern or risk. If the Tenderer does not pass the Financial assessment, then its bid may be rejected.
* **Mandatory Technical Requirements (Section 4.4) –** This section includes items that are mandatory for Tenderers to pass in order to be considered further in the evaluation. Any failures from this section will mean that the Tenderer is disqualified from the process and its bid will be rejected.
* **Award Criteria (Section 4.5) –** This section includes questions that are scored based on the Tenderers responses. Each section will have a relevant weighting. Section weightings and scoring methodology are detailed further below.

### Section Weightings

|  |  |  |
| --- | --- | --- |
| Element | Lot 1 % Weighting | Lot 2 % Weighting |
| Risk Management & Trading | N/A | 20% |
| Fixed Price Contract Management | 20% | N/A |
| Customer Service & Payment | 45% | 45% |
| Social Value & Sustainability | 30% | 30% |
| Commercial | 5% | 5% |
|  | 100% | 100% |

### Award Scoring Methodology (Award Criteria)

Where two different score ratings apply to a single response, the Framework Owner will award the lower score. For example, if a "Response gives a basic answer that shows a limited understanding of the main points" (score 2) but also "gives very limited information to demonstrate how they can meet the requirements requested" (score 1), the Framework Owner will award a score of 1.

|  |  |  |
| --- | --- | --- |
| Score | Rating | Rationale |
| 0 | Unacceptable | Not answered.  Very limited understanding of requirements and fails to meet expectations.  Provided information but fails to demonstrate how they can meet the requirements requested. |
| 1 | Poor | Response does not give an acceptable level of understanding of what is required and fails to meet most of the expectations.  Response gives very limited information to demonstrate how they can meet the requirements requested. |
| 2 | Marginal | Response gives a basic answer that shows a limited understanding of the main points relevant to the question and only meets some of the expectations required.  Response gives limited information to demonstrate how they can meet the requirements requested. |
| 3 | Acceptable | Response gives a well-developed relevant answer that shows a reasonable understanding of the main points relevant to the question and meets the expectations required.  Response gives adequate information that demonstrates how they can meet the requirements requested. |
| 4 | Good | Response gives a strong and persuasive answer that demonstrates a complete understanding of question and meets most expectations well.  Response shows a clear, precise demonstration of how they can meet the requirements requested. |
| 5 | Excellent | Response gives a clear, concise and explicitly relevant answer that fully demonstrates an excellent understanding of the question and meets all expectations well.  Response gives excellent information and presents a clear, precise demonstration of how they can meet the requirements requested. |

## Framework Award

### Tenderer Award Criteria

Tenderers will be accepted onto the Framework if they –

* Pass all Selection Criteria
* Pass all Mandatory Technical Requirements
* Score above the minimum threshold of 65% on the Award Criteria

### Standstill Period

The contract award will be subject to an 8 working day standstill period as required under the Procurement Act 2023. Following conclusion of the standstill period, the Framework Owner intends to enter into Framework Agreements with the successful Tenderers. The Framework Administrators will publish the Contract Award Notice in the Central Digital Platform within 30 days of the contract award.

### Tenderer Notification

Tenderers will be notified in writing where they have been successful and will be admitted to the framework upon signing and returning the Framework Owner's Framework Agreement.

Any Tenderer who has been unsuccessful will be notified of the outcome and will be provided with assessment summaries in accordance with the standstill requirements of the Procurement Act 2023.

## Framework Agreement

### Contracting Structure

Each successful Tenderer will be invited by the Framework Owner to enter into a Framework Agreement. The form of Framework Agreement is included as Appendix 1

As this tender is being run under an Open procedure, no negotiation is available on the terms of the Framework Agreement. The Framework Owner reserves the right to amend the Framework Agreement in Appendix 1 prior to the tender due date. Any Tenderer that does not accept the terms of the Framework Agreement without amendment may be rejected.

Each Tenderer should include with its response to this Invitation to Tender its expected **Supply Contract (including standard Terms and Conditions)**. Prior to entering into a Framework Agreement with the successful Tenderer, the Framework Owner may require the successful Tenderer to confirm in writing such other amendments to the proposed Supply Contract (including standard Terms and Conditions) as it considers necessary to ensure that they comply with the Tenderer's tender response to the Invitation to Tender.

In the event that the Tenderer does not agree in writing to those amendments, the Framework Owner will not enter into the Framework Agreement.

### Mini-Competitions

The expectation is that a Calling Off Authority will enter into a call-off contract ("**Supply Contract**") directly with the successful Framework Supplier, following a Mini-Competition. The Supply Contract will be on the terms set in accordance with section 3.5.2 or such other terms as required in the invitation to Mini Competition.

The Framework Administrator will send Framework Suppliers an invitation to take part in each Mini-Competition for the Lots for which they have entered into Framework Agreement. The invitation to tender for Mini-Competition will detail, as a minimum, the following pieces of information :

* Type of contract (Fixed Price (Lot 1) or Flexible (Lot 2)) – Where Lot 2, the Framework Administrator will stipulate if this is a bespoke contract or to be added to a specific basket
* Calling Off Authority details (i.e. contacting party for Supply Contract)
* Site(s) that require pricing - name, address, Meter Point Administration Number and consumption information (AQ, interval data as appropriate)
* Half Hourly / Non Half Hourly status
* Supply Contract start date
* Term for the Supply Contract(s) (e.g. 12, 24, 36 months)
* The date and time by which the response to the invitation to tender for Mini-Competition must be submitted
* Any other additional requirements

The Calling Off Authority, through the Framework Administrator, will evaluate the prices submitted on a like-for-like basis by applying the proposed rates to the consumption data set out in the invitation to tender for Mini-Competition. For the avoidance of doubt, for Lot 2 contracts, the wholesale pricing element will be normalised to ensure a fair comparison between the Framework Suppliers’ proposals.

As all Framework Suppliers have passed the capability assessment to get into the Mini-Competition stage, the supplier with the lowest, evaluated price (following normalisation) based on the specification will be adjudged to be the successful Framework Supplier and will be awarded the Supply Contract.

In performing the Supply Contract, the Framework Supplier must comply with the proposals set out in the Framework Tender (provided that these do not conflict with the Supplementary Terms).

# Specification

## Overview

The purpose of this Framework is to provide Calling Off Authorities with the physical supply of electricity, provision of invoices and ongoing customer service to their specified properties for a fixed duration.

* Under Lot 1 these Supply Contracts will provide **fully fixed prices** for all commodity and non-commodity elements for the life of the term. These Supply Contracts will be bespoke for the relevant Calling Off Authority.
* Under Lot 2 these Supply Contracts will provide **flexible supply** that enable the Framework Administrator to set prices for volumes on behalf of the Calling Off Authority either as a standalone Supply Contract (>5GWh consumption per annum) or as part of a group, or basket, contract that amalgamates smaller (<5GWh consumption per annum) entities together for the purposes of grouping trading transactions. These Supply Contracts will provide access to wholesale market prices in advance of contract periods and the option to transact at the Day Ahead.

Framework Suppliers must be able to provide both the Framework Administrators and Calling Off Authorities with a high degree of post-sales support to ensure that meters are registered on time, accounts are set up correctly, billing is accurate and any queries are dealt with promptly.

The Mandatory Technical Requirements and Technical & Commercial Award questions set out later in this document cover the expected requirements of this Framework.

## Lots

Please answer the following question in full.

|  |  |  |
| --- | --- | --- |
| Please tell us which lot(s) you wish to bid for (Lot 1, Lot 2 or Both) | | |
| Lot 1 only | Lot 2 only | Both Lot 1 and Lot 2 |
|  |  |  |

## Procurement Specific Questionnaire

PSQ Explainer (for suppliers)

1. Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.
2. This Procurement Specific Questionnaire ("PSQ") has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. The PSQ consists of three parts:
3. **Part 1** - confirmation of core supplier information: suppliers participating in procurements will now be expected to register on the Central Digital Platform. Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the Central Digital Platform. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The Central Digital Platform is available at https://www.gov.uk/find-tender. Part 1 provides confirmation that suppliers have taken these steps.
4. **Part 2** - additional exclusions information: procurement legislation provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons ) exclusions information via the Central Digital Platform. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
5. As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement’s conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are ‘associated persons’ and their exclusions information must be shared with the contracting authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the Central Digital Platform (like the prime/main supplier).
6. In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.
7. If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.
8. **Part 3** - conditions of participation: contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier’s legal and financial capacity or their technical ability.
9. Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority.
10. Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:
    1. details of the winning supplier’s associated persons
    2. details of the winning supplier’s connected person information
    3. for certain procurements over £5 million, details of unsuccessful bidders
11. Where a supplier is unsure or requires any clarification, they should check with the contracting authority.

### Your Information (Lots 1 & 2)

| **Part 1 - confirmation of core supplier information** |  |
| --- | --- |
| **No.** | **Question** |
| Preliminary questions | |
|  | What is your name? (supplier name) |
| **[Insert name]** |
|  | *You must be registered on the Central Digital Platform.*  What is your central digital platform unique identifier? |
| **[Insert unique identifier]** |
|  | Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.  If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:   1. the name of the group/consortium 2. the proposed structure of the group/consortium, including the legal structure where applicable 3. the name of the lead member in the group/consortium 4. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor) |
| **[Insert information]** |
|  | **[Where applicable]** Please confirm which lot(s) you wish to bid for? |
| **[Insert details]** |
|  | Are you on the debarment list? |
| **[Insert Yes or No]**  **[If yes, insert details]** |
| Part 1 – confirmation of core supplier information | |
|  | You must submit up-to-date core supplier information on the Central Digital Platform and share this information with us via the Central Digital Platform (either a share code or PDF download).  This includes:   1. basic information 2. economic and financial standing information 3. connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies) 4. exclusion grounds information   Please confirm you have shared this information with us. |
| **[Insert reference / file name]** |
| Part 2 – additional exclusions information | |
| Part 2A – associated persons | |
|  | Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).  [The conditions of participation are outlined in Part 3]  If so, please complete **Q8, Q9 & Q10** (otherwise **Q8, Q9 & Q10** are not applicable). |
| **[Insert Yes or No]** |
|  | For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy. |
| **[Insert name of supplier and brief description]**  **[Insert name of supplier and brief description]** |
|  | For each associated person, you must confirm they are registered on the Central Digital Platform and have shared with us their information (either a share code or PDF download):   1. basic information 2. economic and financial standing information  (if they are being relied upon to meet conditions of participation regarding financial capacity) 3. connected person information 4. exclusion grounds information |
| **[Insert name of supplier and reference / file name]** |
|  | Are any of your associated persons on the debarment list? |
| **[Insert Yes or No]**  **[If yes, insert details]** |
| Part 2B – list of all intended sub-contractors | |
|  | Please provide:   1. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain) 2. their unique identifier (if they are registered on the Central Digital Platform), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent 3. a brief description of their intended role in the performance of the contract   If you are not intending to sub-contract the performance of all or part of the contract, then this **question and Q12** are not applicable, in which case please state "not applicable"  If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders. |
| **[Insert name of supplier – unique identifier – brief description]**  **[Insert name of supplier – unique identifier – brief description]** |
|  | Please confirm if any intended sub-contractor is on the debarment list.  The debarment list can be found here [insert link] |
| **[Insert Yes or No]**  **[If yes, insert sub-contractor(s) name and provide details]** |
| Part 3 – questions relating to conditions of participation | |
| Part 3A – General | |
| Financial capacity | |
|  | |  |  | | --- | --- | | Q# | Question | | EFS1 | If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide: - the web address - issuing authority - precise reference of the documents | | EFS1 | **[Insert information]** | | EFS2 | If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law).  Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law). | | EFS2 | **[Insert information]** | | EFS3 | Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required | | EFS3 | **[Insert information]** | |
|  |
|  | Are you relying on another supplier to act as a guarantor?  If so, please provide their name and evidence of their economic and financial standing. |
| **[Insert Yes or No]**  **[If yes, insert reference / file name]** |
|  | Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:   1. Employer’s (Compulsory) Liability Insurance\* = £5,000,000 2. Public Liability Insurance = £5,000,000   Professional Indemnity Insurance = £5,000,000  \*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: [www.hse.gov.uk/pubns/hse39.pdf](http://www.hse.gov.uk/pubns/hse39.pdf). |
| **[Insert Yes or No]**  **[Insert details of your insurances already in place]**  **[Insert details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote)]** |
|  | |
|  | **[not used]** |
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|  | **[not used]** |
|  |
| Part 3B – Payment | |
| Payment in Contracts [question for contracts above £5m per annum] (PPN 015) | |
|  | Please confirm if you intend to use a supply chain\* for this contract or (if relevant) to deliver any call-off contract that may be awarded under this framework agreement. If you answer “No” you do not need to complete the rest of this section [questions 23-25].  **[Information only]**  *\*References to supply chain means suppliers or sub-contractors of any tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.* |
| **[Insert Yes or No]**  Not scored |
|  | Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms. |
| **[Yes/No]**  Pass/fail |
|  | **Public sector contracts only – Requirement under the Procurement Act 2023 (Sections 68 and 73)**  Please confirm that for public sector contracts awarded under the Procurement Act 2023 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain. |
| **[Yes/No]**  Pass/fail |
|  | **[not used]** |
|  | **[not used]** |
|  |
|  | **[not used]** |
|  |
|  | **[not used]** |
|  |  |
|  | **[not used]** |
|  |
| Tackling Modern Slavery in Supply Chains (PPN 009) | |
|  | **Modern Slavery Statement (or equivalent statement/document)**  Supplier is ‘a relevant commercial organisation’\* and is compliant with the requirements contained within section 54 of the Modern Slavery Act 2015 and associated guidance and their statement includes information relating to:   * 1. the organisation’s structure, its business and its supply chains   2. its policies in relation to slavery and human trafficking   3. its due diligence processes in relation to slavery and human trafficking in its business and supply chains   4. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk   5. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate   6. the training and capacity building about slavery and human trafficking available to its staff   **Or**  Supplier is not ‘a relevant commercial organisation’ but has a turnover of more than £36 million and has provided a link to an equivalent statement or document which demonstrates information relating to a to f above.  *\*‘Relevant commercial organisations’ are defined as commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more.*  [Note to contracting authorities: The question may be adapted further, for example, depending on the nature of the procurement. You may also decide to ask this question of organisations who have a turnover of less than £36 million, but only where it is proportionate to do so.] |
|  | **[Insert information]** |

## Mandatory Technical Requirements

### Technical Requirements

This section details the technical mandatory requirements that each Tenderer must pass. Where a Tenderer does not pass every mandatory requirement, the Framework Owner will reject its tender and it will not be awarded a Framework Agreement.

Please place an ‘X’ in Yes or No box to denote your answer. Should you not bid for one or other of the Lots, please leave this section blank.

Each Tenderer should include with its response to this Invitation to Tender its expected **Supply Contract (including standard Terms and Conditions)** for each Lot being bid upon. Prior to entering into a Framework Agreement with the successful Tenderer, the Framework Owner may require the successful Tenderer to confirm in writing:

* Its acceptance of the Supplementary Terms, which will be incorporated into every Supply Contract; and
* Such other amendments to the proposed Supply Contract (including standard Terms and Conditions) to ensure that they comply with the Tenderer's tender response to the Invitation to Tender.

In the event that the Tenderer does not agree in writing to those amendments, the Framework Owner will not enter into the Framework Agreement

### Lot 1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Q# | Section | Detail | Yes (Pass) | No  (Fail) |
| MT1 | Regulatory | Please confirm that you hold a license to supply electricity as provided by OfGem? |  |  |
| MT2 | Regulatory | The Framework Owner may require successful Tenderers to provide specific data (via the Framework Administrator) relating to the Framework on an ad hoc basis – such as overall spend, invoice data, customers and meters, etc. Please confirm acceptance that this can be provided. |  |  |
| MT3 | Framework Agreement | The Framework Owner may require the successful Tenderer to confirm in writing:   * Its acceptance of the Supplementary Terms, which will be incorporated into every Supply Contract; and * Such other amendments to the proposed Supply Contract (including standard Terms and Conditions) to ensure that they comply with the Tenderer's tender response to the Invitation to Tender.   Please confirm acceptance. |  |  |
| MT4 | Fixed Price Contract Management | The Framework Owner require confirmation (to the Framework Administrator) of contract ‘lock in’ within 24hours of any Supply Contract being received by the Framework Supplier. Please confirm acceptance. |  |  |
| MT5 | Fixed Price Contract Management | The Framework Owner requires that Framework Tenderers will notify them (via the Framework Administrator) of any price changes (i.e. where prices have been withdrawn) as soon as is practical. Please confirm acceptance. |  |  |
| MT6 | Customer Service & Payment | The Framework Owner requires the Framework Supplier to provide a named point of contact for management of Calling Off Authorities. Please confirm acceptance |  |  |
| MT7 | Customer Service & Payment | The Framework Owner would require at least quarterly meetings with the Framework Supplier (via the Framework Administrator). Please confirm acceptance. |  |  |
| MT8 | Customer Service & Payment | The Framework Owner (via the Framework Administrator) requires the Framework Supplier to provide a specific inbox for queries to be sent to. Please confirm this is acceptable. |  |  |
| MT9 | Customer Service & Payment | Invoices must be available within 24 hours of tax point date |  |  |
| MT10 | Customer Service & Payment | The Framework Supplier must send all Invoices to invoices@zenergi.co.uk (or as directed by the Framework Administrator) in pdf format and backing data to be provided (if available). Please confirm acceptance |  |  |
| MT11 | Social Value & Sustainability | As detailed in section 2.2.5 the Framework Owner and the Framework Administrator are focussed on supporting social value and sustainability. Tenderer must confirm that they consider these aspects as part of their day to day business and could demonstrate what areas they are working on periodically throughout the Framework. Please confirm acceptance. |  |  |

### Lot 2

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Q# | Section | Detail | Yes (Pass) | No  (Fail) |
| MT1 | Regulatory | Please confirm that you hold a license to supply electricity as provided by OfGem? |  |  |
| MT2 | Regulatory | The Framework Owner may require Framework Suppliers to provide specific data (via the Framework Administrator) relating to the Framework on an ad hoc basis – such as overall spend, invoice data, customers and meters, etc. Please confirm acceptance that this can be provided. |  |  |
| MT3 | Framework Agreement | The Framework Owner may require the successful Tenderer to confirm in writing:   * Its acceptance of the Supplementary Terms, which will be incorporated into every Supply Contract; and * Such other amendments to the proposed Supply Contract (including standard Terms and Conditions) to ensure that they comply with the Tenderer's tender response to the Invitation to Tender.   Please confirm acceptance. |  |  |
| MT4 | Risk Management & Trading | Please confirm that you are able to offer a flexible electricity supply contract allowing the Framework Owner and Framework Administrator to trade on behalf of Calling Off Authorities? |  |  |
| MT5 | Risk Management & Trading | Tenderer to confirm that they are able to offer standalone flexible contracts for customers consuming >5GWh per annum and basket arrangements for customers consuming <5GWh per annum. |  |  |
| MT6 | Risk Management & Trading | The Framework Supplier must provide full position reports on at least a monthly basis to show traded and open positions and resultant weighted average prices. Please confirm this is acceptable. |  |  |
| MT7 | Risk Management & Trading | Trading desks must be available between 9 and 4 on working days. Any deviation from this must be by exception only and must be notified to the Framework Owner promptly (via the Framework Administrator). Please confirm acceptance. |  |  |
| MT8 | Risk Management & Trading | The Framework Owner requires Tenderers to be able to offer minimum clip sizes of 0.1MW. Please confirm acceptance. |  |  |
| MT9 | Customer Service & Payment | The Framework Owner requires the Framework Supplier to provide a named point of contact for management of Calling Off Authorities. Please confirm acceptance. |  |  |
| MT10 | Customer Service & Payment | The Framework Owner would require at least quarterly meetings with the Framework Supplier (via the Framework Administrator). Please confirm acceptance |  |  |
| MT11 | Customer Service & Payment | The Framework Owner (via the Framework Administrator) requires the Framework Supplier to provide a specific inbox for queries to be sent to. Please confirm this is acceptable. |  |  |
| MT12 | Customer Service & Payment | Invoices must be available within 24 hours of tax point date |  |  |
| MT13 | Customer Service & Payment | The Framework Supplier must send all Invoices to invoices@zenergi.co.uk (or as directed by the Framework Administrator) in pdf format and backing data to be provided (if available). Please confirm acceptance |  |  |
| MT14 | Social Value & Sustainability | As detailed in section 2.2.5 the Framework Owner and Framework Administrator are focussed on supporting social value and sustainability. Tenderer must confirm that they consider these aspects as part of their day to day business and could demonstrate what areas they are working on periodically throughout the Framework. Please confirm acceptance. |  |  |

## 

## Technical & Commercial Award

The below section requires the Tenderer to provide more detailed answers to specific questions. The supplier responses will be scored in line with the guidance under paragraph 3.3.2. The Tenderer’s score will be applied to the relevant question weighting ‘W%’ and the total score will be divided by 5 to get the overall % score. For the avoidance of doubt, a Tenderer must score above 65% to pass this section of the evaluation.

Please note the maximum word limit in each question (in [ ]). Words beyond the limit *may not* be considered as part of the evaluation. Diagrams or process maps do not count towards the overall word count.

### Fixed Price Contract Management (Lot 1 - 20%, Lot 2 – N/A)

Diagrams are welcome to be used to demonstrate answers to some questions and should be sent separately and clearly referenced to the question number.

|  |  |  |  |
| --- | --- | --- | --- |
| Q# | W% | Detail | Response |
| FPC1 | 2% | The Framework Owner requires prompt pricing to be issued on a tender day. Please detail how your process will ensure that prices are sent early in the day to allow for evaluation and signing of Supply Contracts. [250 words] |  |
| FPC2 | 2% | In the event that the Framework Administrator's main point of contact at the Framework Supplier is unavailable, please describe how you would ensure no loss in pricing service. [250 words] |  |
| FPC3 | 5% | The Framework Owner requires Framework Suppliers to log all associated documents (such as DD forms, VAT declarations) so that these can be applied before first bill. Please detail how you would ensure this is completed and the timescales involved. [500 words] |  |
| FPC4 | 5% | The Framework Owner expects at least a +/- 20% annual volume tolerance. Please confirm whether you would offer this or state your maximum terms. **(note scoring method for this question : >+/- 20% annual tolerance 5points, +/- 20% 4points, +/-15-19% annual tolerance 3points, +/-10-14% annual tolerance 2 points, <10%** **annual tolerance 0points)**. [250 words] |  |
| FPC5 | 3% | The Framework Owner expects 28 days payment terms for all Supply Contracts under the Framework. Please confirm whether you would offer this or state your maximum terms **(note scoring method for this question : >28 days terms 5points, 28 days terms 4points, 21-27 days terms 3points, 14-20 days terms 2 points, <14 days terms 0points)** [250 words] |  |
| FPC6 | 3% | The Framework Owner expects Framework Suppliers to provide pricing for both half hourly and non-half hourly meters. Please confirm whether you can offer this or highlight any restrictions. (**note scoring method for this question : HH and NHH pricing available with no restrictions 5 points, HH or NHH only with no restrictions 3points, pricing available but with other restrictions (meter volumes, etc) 1 point** [100 words] |  |

### Risk Management & Trading (Lot 1 – N/A, Lot 2 – 20%)

|  |  |  |  |
| --- | --- | --- | --- |
| Q# | W% | Detail | Response |
| RMT1 | 5% | The Framework Administrator provides various trading strategies to Calling Off Authorities in order to enable them to purchase when markets are favourable. Please detail what facilities you would provide to support this process. Include, how trades are to be made, timescales, price/index options, reporting and market intelligence that you could provide. [500 words] |  |
| RMT2 | 5% | The Framework Owner requires that Calling Off Authorities receive the overall benefit of being part of a ‘basket’ but do not cross-subsidise each other. Please detail how you would go about preventing cross-subsidy in your Supply Contracts. [500 words] |  |
| RMT3 | 3% | Some Calling Off Authorities may require that non commodity elements (excluding CCL) are fixed upfront for up to 3 years. Please detail whether you would be able to meet this requirement or provide details of your best alternative. **(note scoring method for this question – 3 Years fixed 5 points, 2 Years Fixed 4 Points, 1 Year Fixed 3 Points, inability to fix 0 Points – discretion will be paid where only partial fixes of charges are made)** [250 words] |  |
| RMT4 | 1% | The Framework Owner expects at least +/- 20% annual volume tolerances. Please confirm whether you would offer this or state your maximum terms.  (**note scoring method for this question : >+/- 20% annual tolerance 5points, +/- 20% 4points, +/-15-19% annual tolerance 3points, +/-10-14% annual tolerance 2 points, <10%** **annual tolerance 0points)** [250 words] |  |
| RMT5 | 3% | The Framework Owner expects that both non-half hourly and half-hourly meters can be included within flexible contracts. Please confirm you can offer this or detail how you would approach this. (**note scoring method for this question : HH and NHH included 5points, HH included/NHH fixed price 3points, NHH not accommodated 1 point** [500 words] |  |
| RMT6 | 3% | The Framework Owner expects 28 days payment terms for all Supply Contracts under the Framework. Please confirm whether you would offer this or state your maximum terms **(note scoring method for this question : >28 days terms 5points, 28 days terms 4points, 21-27 days terms 3points, 14-20 days terms 2 points, <14 days terms 0points)** [250 words] |  |

### Customer Service & Payment (Lot 1 - 45%, Lot 2 – 45%)

Diagrams are welcome to be used to demonstrate answers to some questions and should be sent separately and clearly referenced to the question number.

|  |  |  |  |
| --- | --- | --- | --- |
| Q# | W% | Detail | Response |
| CS1 | 6% | The Framework Owner requires all meters to be registered on time. Tenderers should outline the process of how they would register meters and ensure this is successful. This should cover steps, personnel involved, communication with the Framework Administrator and how objections are to be handled. [500 words] |  |
| CS2 | 3% | Calling Off Authorities may require that sites be added to Supply Contracts. Please explain how you would facilitate this (site additions). This should cover steps, timescales, communication and personnel involved [500 words] |  |
| CS3 | 3% | The Calling Off Authority may require that sites be moved out of a Supply Contracts (change of tenancy). Please outline how you would facilitate this. This should cover steps, timescales, personnel involved and what information would be required to effectively complete a CoT. [500 words] |  |
| CS4 | 5% | The Framework Owner expects that the Framework Supplier will allocate a senior point of contact to the Framework who has the necessary experience to ensure smooth delivery of contracted services across the Tenderer’s business. Please detail the structure of the team (roles and responsibilities) that would support this individual and provide reassurance of cover should people be away. [500 words] |  |
| CS5 | 5% | Tenderers should provide details of escalation routes within their organisation, should issues arise. This should consider areas such as customer service, sales and finance. [500 words] |  |
| CS6 | 3% | Tenderers are to provide a summary of what can be offered to the Framework Owner, the Framework Administrator and Calling Off Authorities by way of self-service portal(s). Please also detail any specific criteria that are required in order to set these up correctly from the outset. [250 words] |  |
| CS7 | 4% | Tenderers are to provide details on their billing performance over the past 12 months for a comparable sized portfolio. This should include the proportion of bills issued within 10 days of the start of the month, proportion of re-bills due to errors and number of unbilled sites [500 words]. |  |
| CS8 | 4% | Tenderers to provide details on their query resolution timescales performance over the past 12 months for a comparable sized portfolio. This should include numbers of queries raised, average timescales for response and average timescales for resolution. [500 words] |  |
| CS9 | 3% | Given the nature of many of the organisations involved in this Framework, disconnections are not a desirable outcome. Please detail how you would go about minimising the chances of reaching a disconnection stage. This should include steps taken to address outstanding debt, communication with the Framework Administrator and reminders process. [250 words] |  |
| CS10 | 3% | Invoices must be issued within 10 days of consumption period ending. Please confirm if this is acceptable and/or what your expected minimum terms are for issuing invoices.  **(note scoring method for this question : <10 days 5points, 10 days 4points, 11-14 days 3points, 15-20 days 2 points, >20 days 0points)** [250 words] |  |
| CS11 | 6% | The Framework Owner require the Framework Supplier to put in place a Service Level Agreement within 60 days of Award. Please provide your expected resolution times for the below example queries –   * Statement of Account Request (ideal <3 working days) * Meter Read Submission (ideal <3 working days) * Request for Portal Access (ideal <3 working days) * Invoice Requested (ideal <3 working days) * Invoice query (rates/VAT issue) (ideal <3 working days) * COT to be processed (ideal <10working days)   **(Note highest scores will be awarded where resolution times are all at or better than ideal)** |  |

### Social Value & Sustainability (Lot 1 - 30%, Lot 2 – 30%)

|  |  |  |  |
| --- | --- | --- | --- |
| Q# | W% | Detail | Response |
| SVS1 | 6% | Some Calling Off Authorities may prefer to be supplied with a REGO (Renewable Energy Guarantee of Origin) backed renewable electricity product. Please provide detail on what you may be able to offer. Answers should include reference to the sources and any benefits this can have for the customer. Please also reference what you can provide to the Calling Off Authority to prove the sources of its fuel and timings as to when these reports may be available. [500 words] |  |
| SVS2 | 3% | The Framework Owner is keen to explore options of renewable energy supplied via Power Purchase Agreements. Please detail what options you could provide to support this. [500 words] |  |
| SVS3 | 7% | The Framework Owner is keen to ensure that potential Framework Suppliers are working to reduce customer carbon footprints. Please detail what measures you will put in place to achieve reductions in consumption and carbon across the Framework. There is an ambition to reduce consumption by over 10%. [500 words] |  |
| SVS4 | 7% | Please detail what support you may be able to provide to education sector Calling Off Authorities around supporting the education of students in energy/sustainability. This may include arranging visits to assets, lesson presentations, education days or investment in learning materials. [500 words] |  |
| SVS5 | 7% | Please provide details as to whether you could commit to offering apprenticeships to students of Calling Off Authorities included within this framework. The key ambition is to provide sustainability based roles to support driving carbon reduction across the education sector. [500 words] |  |

### Commercial (Lot 1 – 5%)

|  |  |  |  |
| --- | --- | --- | --- |
| Q# | W% | Detail | Response |
| C1 | 5% | How does your energy pricing model ensure competitiveness and cost stability for the duration of any contract agreed and what steps do you take to mitigate the impact of market and regulatory volatility? [250 Words] |  |

### Commercial (Lot 2 - 5%)

|  |  |  |  |
| --- | --- | --- | --- |
| Q# | W% | Detail | Response |
| C1 | 5% | How does your energy pricing model ensure competitiveness across elements within your control (e.g. supplier margin, risk premiums and transaction charges)? [250 Words] |  |

# Sign off & Completion

## Confidentiality

Subject to the exceptions referred to below, the information contained in the ITT is made available to Tenderers on condition that:

* Tenderers shall not disclose, copy, reproduce, distribute or pass the information (or any part of it), to any other person;
* Tenderers shall not use the information (or any part of it) for any purpose other than for the purposes of development of their responses to the Invitation to Tender;
* Tenderers shall not without the prior consent of the Framework Authority make any public announcement by any means whatever about this Invitation to Tender or its tendering for the Framework; and
* Tenderers may disclose, distribute or pass the Information (or any part of it) to another person if either:
  + this is done for the sole purpose of deciding whether to respond or preparing that Tenderer's response to this Invitation to Tender and the person receiving the Information undertakes in writing to keep the information on the same terms as set out in this Invitation to Tender; or
  + the Tenderer obtains the prior written consent of the Framework Owner in relation to such disclosure, copying, reproduction, distribution or passing of information.

The above restrictions do not apply so far as information is required by law to be disclosed or it is in the public domain, unless it is in the public domain as a result of the acts or omissions of the Tenderer.

Any Tenderer who does not comply with the requirements regarding information above may be disqualified from further participation in the procurement process in relation to the Framework at the Framework Owner’s absolute discretion and its tender may be rejected.

## Validity

Tenderers must hold their Tenders open for at least 90 days to enable the full evaluation and contracting process to be completed.

## FOIA

All information relating to any Tenderer or this Invitation to Tender may be accessible under the Disclosure Legislation.

"**Disclosure Legislation**" means, to the extent that they are applicable, the Freedom of Information Act 2000 (as may be amended from time to time) and Environmental Information Regulations 2004 (as may be amended from time to time).

The Framework Owner is under a legal obligation to disclose such information if requested, unless an exemption applies. The Framework Owner may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction.

Any Tenderer must identify to the Framework Owner information which it submits which it regards as being potentially exempt from disclosure by the Framework Owner under the Disclosure Legislation. Such identification may be either specific or by class. The Tenderer must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Tenderer should also indicate whether it considers that the potential exemption would continue after it has submitted its Tender Response and if so, the duration that it believes the exemption would apply.

Tenderers should note that, consistent with the spirit of the Framework Owner's obligations under the Disclosure Legislation, as a general principle the Framework Owner will seek to prevent, or restrict the scope of, confidentiality obligations sought to be imposed upon it other than in accordance with the Procurement Act 2023. As such the Framework Owner reserves the right not to accept in whole or part, receipt of any information marked as confidential or sensitive, or to require further explanation of the reasons why the Tenderer considers confidentiality obligations to be appropriate in a particular case.

Tenderers should be aware that even where a Tenderer has indicated that information should be exempted, the Framework Owner may disclose such information following its own consideration of the situation. The Framework Owner may, at its absolute discretion, consult with the Tenderer before making a decision on a request for information. The decision of the Framework Owner in relation to any exemption shall be final.

## Tender completion costs

Tenderers are solely responsible for any costs or expenses incurred as part of responding to this ITT or subsequent stages of this Tender process, including but not limited to any costs or expenses incurred in respect of any Mini-Competition.

## Submission of Tenders

Tenders must be submitted in the English language and will only be accepted if sent via the Platform by the published deadline. No paper copies will be accepted.

## Data Protection

Each Party shall act in accordance with all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data

## Conflict of Interest

The concept of a conflict of interest includes any situation where any persons acting for or on behalf of the contracting authority have, directly or indirectly, a financial, professional or personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Tenderers are responsible for ensuring that there are no conflicts of interest either between their own advisers, or between themselves/their own advisers and the Framework Owner, the Framework Administrator and their advisers. A Tenderer must notify the Framework Owner of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.

The Framework Owner will take all reasonable steps to ensure that a conflict of interest of which it is aware does not put any Tenderer at an unfair advantage or disadvantage in relation to its tender to be appointed to the Framework. Reasonable steps may include requiring a Tenderer to take reasonable steps.

Where the Framework Owner considers that a conflict of interest puts a Tenderer at an unfair advantage in relation to the procurement of the Framework and either the advantage cannot be avoided or the Tenderer will not take steps that the Framework Owner considers are necessary in order to ensure it is not put at an unfair advantage, then the Framework Owner will treat the Tenderer as an excluded supplier as defined in the Procurement Act 2023, exclude the Tenderer from the procurement and reject its tender.

## Non collusion

The Tenderer must ensure that the bid is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person, including regarding price, bid submission procedure or any terms of the bid. In the event of any breach of this clause by any Tenderer, the Framework Administrators reserve the right to invalidate the bid submitted by that **T**enderer and seek damages.

## Contact Details

|  |  |
| --- | --- |
| Category | Response |
| Contact Name |  |
| Name of Organisation |  |
| Role in Organisation |  |
| Phone Number |  |
| E-mail Address |  |
| Postal Address |  |

## Additional information

Tenderers are required to provide information about their eligibility for this procurement. The Framework Owner may at any stage of the procurement process require the Tenderer to provide evidence to substantiate any information it has given in its tender including in response to the Procurement Specific Questionnaire. Where the Tenderer does not provide evidence that is reasonably satisfactory to the Framework Owner, the Framework Owner may exclude the Tenderer from the procurement and reject its tender for the Framework.

## Law and jurisdiction

This Invitation to Tender and any dispute concerning it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and subject to the jurisdiction of the Courts of England and Wales.

## Tender Declaration

|  |  |
| --- | --- |
| I declare that to the best of my knowledge the answers submitted to all questions in response to the Invitation to Tender are correct. I understand that the information will be used in the selection process and that if successful in being appointed to the Framework, we will be asked to provide electricity quotations through the Mini Competition process.  I am signing on behalf of [Company Name].  I understand that the Framework Owner may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that, having made reasonable and diligent enquiry and so far as I am aware, there is no actual or potential conflict of interest in relation to the framework agreement (or so far as there is such conflict, I have fully disclosed the circumstances to the Framework Owner). I also declare that where any circumstances arise in the future that may give rise to a conflict of interest in relation to the Framework Agreement or any Mini-Competition, [Company Name] will notify the Framework Owner without delay | |
| TENDER COMPLETED BY | |
| Name |  |
| Position |  |
| Date |  |
| Signature |  |

# Appendix 1 : Example Framework Agreement

# Appendix 2 : Calling Off Authorities

All educational establishments that are contracting authorities in the England and Wales including academies, children's centres, colleges of further education, sixth form centres, free schools, local authority maintained schools, foundation schools, voluntary schools, universities and Welsh schools as listed at the date of the tender notice on the following Government website**:** [**https://get-information-schools.service.gov.uk/Establishments/Search?tok=8UqxahA8.**](https://get-information-schools.service.gov.uk/Establishments/Search?tok=8UqxahA8.) and including their successor establishments

All colleges in Scotland as listed at the date of the tender notice at [**https://collegesscotland.ac.uk/our-members/colleges-in-scotland**](https://collegesscotland.ac.uk/our-members/colleges-in-scotland)

All higher education institutions in Scotland as listed at the date of the tender notice at [**https://www.gov.scot/policies/universities/**](https://www.gov.scot/policies/universities/)

All schools in Scotland as listed at the date of the tender notice **at** [**https://education.gov.scot/inspection-and-review/find-an-inspection-report/find-an-inspection-report/?searchFor=schoolsOrganisations&orderAlias=relevance**](https://education.gov.scot/inspection-and-review/find-an-inspection-report/find-an-inspection-report/?searchFor=schoolsOrganisations&orderAlias=relevance)

All county councils, district councils, unitary authorities, metropolitan districts and London boroughs in England as listed at the date of the tender notice at [**https://assets.publishing.service.gov.uk/media/67371541c0b2bbee1a1271ed/List\_of\_councils\_in\_England\_2023.pdf**](https://assets.publishing.service.gov.uk/media/67371541c0b2bbee1a1271ed/List_of_councils_in_England_2023.pdf)

All Councils in Wales as listed at the date of the tender notice at [**https://www.wlga.wales/councils-in-wales-support-and-advice-cost-of-living**](https://www.wlga.wales/councils-in-wales-support-and-advice-cost-of-living)

All local authorities in Scotland as listed at the date of the tender notice at [**https://www.mygov.scot/organisations#scottish-local-authority**](https://www.mygov.scot/organisations#scottish-local-authority)