|  |  |
| --- | --- |
|  | **Chelmsford City Council Single Stage Competitive Tendering Process** **(Procurement Act 2023)**Invitation to Tender Election Printing and Electoral Registration Printing959428069 |
|  | 25th June 2025 |

****

****

| **Version control** |
| --- |
| **Version number** | **Author** | **Date** | **Changes** |
| Final Template | Emma Till | 25/03/2025 |  |
| V2 Electoral Services | Vincent Hunt | 13/05/2025 |  |
| V3 Electoral Services  | Vincent Hunt | 16/05/2025 |  |

\*Add rows as required

**Contents**

[Deadline for responding to this document 4](#_Toc193792323)

[Introduction 5](#_Toc193792324)

[Introduction to the Authority 6](#_Toc193792325)

[Overview of the Authority’s requirement 7](#_Toc193792326)

[Preliminary market engagement 8](#_Toc193792327)

[The Procurement process 9](#_Toc193792328)

[Procurement timetable 10](#_Toc193792329)

[Service Levels, Service Credits and KPIs 11](#_Toc193792330)

[Contract risks 12](#_Toc193792331)

[Contract terms 13](#_Toc193792332)

[How to respond to this opportunity 14](#_Toc193792333)

[Requests for clarification 16](#_Toc193792334)

[The assessment process and award criteria 17](#_Toc193792335)

[Appendix A: Procurement terms and conditions 19](#_Toc193792336)

[Appendix B: The Authority’s detailed requirement 26](#_Toc193792344)

[Appendix C: Service Levels, Service Credits and KPIs 27](#_Toc193792345)

[Appendix D: The draft contract terms 28](#_Toc193792346)

[Appendix E: Glossary 29](#_Toc193792347)

[Appendix F: Form of tender and Associated Declarations 30](#_Toc193792348)

# Deadline for responding to this document

1. The deadline for responding to this invitation to tender is 12 Noon on 4th August 2025. See ‘Procurement timetable’ and ‘How to respond to this opportunity’.

# Introduction

1. This Procurement is being conducted in accordance with the Act using the Single Stage Competitive Tendering Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
2. This document has been prepared to assist Suppliers in deciding whether to submit a tender in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
3. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
4. The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, in order to reflect any changes to the Procurement or any other new information.
5. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
6. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.
7. All references to a ‘section’ are to a section in the Act unless otherwise stated.
8. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
9. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

# Introduction to the Authority

1. Chelmsford City Council is a second-tier Local Authority based in Essex. As Essex's first city, Chelmsford is one of the fastest-growing centres in the East of England. It has a rising population, an emerging economy and low unemployment. Beyond the city, the Chelmsford district includes the riverside town of South Woodham Ferrers and numerous villages within attractive countryside.

 Chelmsford is a popular choice for businesses and residents alike, located in the heart of Essex and a short distance from the capital via fantastic transport links. Chelmsford has a thriving community of 9,500 businesses, outstanding schools and the Times Higher Education University of the Year 2023.

The district is also home to impressive attractions including the fully restored Grade II\* listed Hylands House, Essex’s only ice rink, 9 local nature reserves, 17 Green Flag awarded parks and a vibrant events programme. Chelmsford has been awarded Purple Flag status for 10 years running for a safe and enjoyable a night out.

Our council: Chelmsford City Council serves a population of over 181,000 and visitors from beyond the district. The Councils 1,300-strong workforce of full-time, part-time and casual staff make a real difference to residents and visitors alike. ‘Our Chelmsford, Our Plan’ sets out our priorities to make Chelmsford a fairer, greener, safer and better-connected place to live, work and visit.

**Website:** [**https://www.chelmsford.gov.uk**](https://www.chelmsford.gov.uk )

**Industry:** Government Administration

**Company size:** 1,001-5,000 employees

**Headquarters:** Chelmsford, Essex

**Type:** Nonprofit

**Founded:** 1974

**Specialties:** Local Government

# Overview of the Authority’s requirement

1. Chelmsford City Council is procuring Election Printing and Electoral Registration Printing as per the specification documents.
2. **Contract term** - Chelmsford City Council propose to enter into a Contract with the winning Tenderer for a period of 3 years with the option of 2 individual 1 year extensions (i.e. 3+1+1 years)
3. **Value of the contract –** The Council have estimated the contract value to be approximately £250,000 per annum, depending on the election schedule and this is not a commitment to spend.

# Preliminary market engagement

1. Preliminary market engagement was not undertaken for this procurement for the following reason:

# The Procurement process

1. The Council is conducting this procurement using the single-stage open procedure in accordance with the requirements of the Procurement Act 2023 for the purpose of procuring the services described in the Specification (**the Services**)

# Procurement timetable

1. The timetable for the Procurement is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to the Authority are shown in bold. Failure to meet these deadlines will result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

|  |  |  |  |
| --- | --- | --- | --- |
| Task Name | Duration | Start | Finish |
| **Electoral Services Timeline v4 16th June 2025- all times are in working days** |  |  |  |
| **Publication of FTS notice** | **0 days** | **Tue 17/06/25** | **Tue 17/06/25** |
| **Deadline for clarification questions** | **0 days** | **Tue 22/07/25** | **Tue 22/07/25** |
| **Bidders working on their tenders** | **35 days** | **Tue 17/06/25** | **Mon 04/08/25** |
| **Tender deadline** | **0 days** | **Mon 04/08/25** | **Mon 04/08/25** |
| **Tender evaluation** | **40 days** | **Tue 05/08/25** | **Mon 29/09/25** |
| **Corporate governance supporting contract award** | **20 days** | **Tue 30/09/25** | **Mon 27/10/25** |
| **Standstill (including safety margin)** | **15 days** | **Tue 28/10/25** | **Mon 17/11/25** |
| **Contract engrossment and mobilisation** | **60 days** | **Tue 18/11/25** | **Mon 09/02/26** |
| **New contract live** | **0 days** | **Mon 09/02/26** | **Mon 09/02/26** |

 **Figure 1**

1. Please note that the Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

# Contract risks

1. Chelmsford City Council is subject to the English Devolution White Paper which will lead to local government re-organisation potentially during the term of this contract. This risk is defined as a known unknown risk as we do not yet understand the implications of that potential re-organisation.

# Contract terms

1. The draft Contract that each Local Authority proposes to use is attached can be found in the document pack. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
2. If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 31 and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.
3. following documents shall form part of the Contract between the Council and the Service Provider(s):
* Contract and its schedules.
* Specification.
* Bid Back Financial Appendix
* Responses to method statement responses
* A list of commercially sensitive information (as completed by the successful Tenderer(s))

# How to respond to this opportunity

1. All documents comprising the Tender must be completed and uploaded to the Delta eSourcing portal by: 4th August 2025 at 12 Noon.
2. All tenders will be scored after the successful completion of the Procurement Specific Questionnaire and the information requested on the Central Digital Platform.
3. The following requirements must be adhered to when submitting Tenders:

The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.

Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.

Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.

The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.

Each Tender must be uniquely named or referenced.

The Tender must be fully cross-referenced.

A list of supporting material must be supplied.

No page or word limits have been set for tender submissions for this opportunity

1. The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline
2. The Tenderer must upload a duly executed Form of Tender. Please complete the relevant form of tender documents for each contract. Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.
3. Each Tenderer must make themselves aware of all the documents that make up this tender pack. Some appendices may form part of this invitation to tender document whilst others are individual documents. The following documents should be reviewed and completed where necessary.

|  |  |
| --- | --- |
| **Documents** | **Notes** |
| Invitation to Tender (this document) | This document also includes the following appendices:  |
| Appendix B – The authorities detailed requirement  |  |
| Appendix D – Draft Contract Terms |  |
| Appendix F – Form of Tender and Associated Declarations  |  |
| Appendix G- Bid Back Financial Appendix |  |

1. All prices quoted are to be exclusive of Value Added Tax
2. Tenders submitted after the deadline will be disqualified.
3. This procurement exercise will be conducted exclusively using the Delta e-sourcing platform
4. Please ensure you are registered on the Central Digital Platform. More information can be found here: <https://www.gov.uk/government/publications/procurement-act-2023-short-guides/suppliers-how-to-register-your-organisation-and-first-administrator-on-find-a-tender-in-three-easy-steps-html>

# Requests for clarification

1. Any requests for clarification relating to the Procurement must be submitted via the Delta eSourcing system, no later than the deadline in the Procurement Timetable at paragraph [15] above to allow the Authority sufficient time to respond prior to the closing date for receipt of submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible through publishing the Tenderers' questions and the Council's response to them on the e-sourcing system (Clarifications Log).
2. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable at paragraph [15] above or submitted via any means other than the Portal.
3. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.
4. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
5. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.
6. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued. Tenderers are advised not to rely on communications from the Council in respect of the Services or ITT unless they are made in accordance with these instructions

# The assessment process and award criteria

37. Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most advantageous tender to the Council (MAT). Whilst price will be a key factor the Council will also consider the scores awarded in respect of the method statement descriptions below.

  The Award Criteria (Award Criteria) are:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria**   |   | **Scoring**   | **Notes**  |
| 1  | Bidder info and bidding model  | Info Only   | To be completed via the Central Digital Platform.   |
| 2  | Grounds for mandatory and discretionary exclusion   | Pass/Fail   | To be completed via the Central Digital Platform and Procurement Specific Questionnaire  |
| 3  | Additional Questions including Insurances   | Pass/Fail   | Insurance needs to be place by contract start date.   |
| 4  | Technical / Quality Criteria   | 70%  | Scored using 0-5 scoring guide.  |
| 5  | Pricing Criteria   | 30%  |   |

Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Tender.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

**Quality Criteria 70% Weighting)**

**Technical or quality evaluation**

The technical evaluation will be scored in accordance with the table on the following page.

|  |  |
| --- | --- |
| **Quality (70%)** | **Weighting / criterion** |
| Data Handling Methodology Mailing Services. Describe how would organise your service so that all Information Technology aspects are well managed and operate to at least the specified quality. Describe how you would protect the personal data of citizens who are on the Council database. | 20% |
| Service Levels . Describe how you satisfy the quality standards on Page 11 including the use of print samples for the Council to sign off. | 20% |
| Mobilisation. Please describe how you would mobilise the contract if successful. Describe how would use meetings, project plan, risk register and how you would report progress. | 10% |
| Business Continuity Arrangements. Describe the measures you would implement to ensure business continuity. Describe what measures you would take to protect the service against cyber- attack including hacking and malignant interference in the operation of the service | 10% |
| Social Value. Describe how you would add social value to the local community and protect the local environment. | 10% |
| Total | 70% |

The following scoring matrix will be used to mark each Technical/ Quality section of the Tender response.

|  |  |
| --- | --- |
| SCORE  | Scoring guide  |
| 5  | The submission is judged to be excellent and the supporting information is of the highest quality  |
| 4  | The submission is judged to be very good and the supporting information is of a high quality  |
| 3  | The submission is judged to be good and the supporting information is of good quality but is lacking in several key areas.  |
| 2  | The submission is judged to be adequate and the supporting information is of a reasonable quality but lacks detail and would need clarification  |
| 1  | The submission is judged to be poor and the supporting information is very weak and will constitute a fail.  |
| 0  | The submission is judged to be unacceptable and will constitute a fail.   |

Thus, a method statement with a maximum score of 20% and attracting a mark of 4 would attract a score of:

 **4 multiplied by 20%= 16**

 **5**

Where a submission includes a quality section that attracts an overall score of less than 50% of the total marks available or, includes a criterion that is scored zero, then this will lead to the Tender being excluded from further consideration.

In all instances Tenders that are unable to meet the required timescales will be excluded from further scoring.

**Financial Evaluation)**

Tenderers should complete the Appendix G Financial Appendix V1 13th May 2025 for both lots

Financial scores will be based on the total cell **E 27.**

The score will be awarded on the basis of:-

Lowest Value for the total cell multiplied by 30%

Your Value for the total cell

Due to the Term of this contract, The Parties acknowledge that inflation may affect the prices of works and equipment over the life of the Contract. To mitigate this impact, the Payment Plan, shall be adjusted annually in line with the Consumer Price Index (CPI) issued by the UK Bureau of Statistics, under the guidance of the National Statisticians Committee for Advice on Standards for Economic Statistics. This adjustment shall occur on each anniversary of the Commencement Date, based on the CPI for the previous year

The City Council reserves the right to investigate and disregard abnormally low tenders.

# Appendix A: Procurement terms and conditions

## Procedural requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority’s sole discretion.

## Central Digital Platform

1. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform. More information can be found here: <https://www.gov.uk/government/publications/procurement-act-2023-short-guides/suppliers-how-to-register-your-organisation-and-first-administrator-on-find-a-tender-in-three-easy-steps-html>

### Transparency

1. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
2. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier’s submission. In providing such information the Supplier consents to such disclosure.

## Modifying the Procurement

1. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
2. The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract [or lot] as a result of this Procurement. [Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots].
3. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
4. The Authority reserves the right at any time:

a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A

b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected

c. to alter the Procurement Timetable for this Procurement including the right to award different lots at different times.

d. to rewind and re-run any part of the Procurement on the same or alternative basis

e. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

f. Request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.

g. Seek clarification in respect of any part of a Tenderer's submission

h. Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.

i. Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT

j. Reject a Tender that is abnormally low

k. Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender, expression of interest, the SQ or the tender process

l. Not award a contract to the Tenderer submitting the most advantageous Tender where it has established that the Tender does not comply with applicable obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24 as amended from time to time

m.

## Confidentiality and publicity

1. Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
2. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

### Freedom of information and environmental information

1. The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
2. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:

a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix F

b. explain the potential implications of disclosure of such information

c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive

1. The Authority will endeavour to:

a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive

b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received

1. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

## Requirements on sub-contractors and consortium

1. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

## Parent company guarantee or other securities

1. The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement.
2. Where the Supplier’s parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier’s own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
3. Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

## Non-collusion, non-canvassing

1. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.
2. Specifically, Suppliers must not directly or indirectly at any time:

a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance

b. enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission

c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement

d. canvass any employees, members or agents of the Authority in relation to this Procurement

e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission

f. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition

1. Suppliers are required to complete and return Appendix F which includes Certificate of non-collusion and non-canvassing noting that the Authority will be entitled to rely on the information provided in the certificate.

### Conflicts of interest

1. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest. [DN: The Authority should include information on their process for dealing with supplier conflicts of interest.]
2. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:

a. exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists

b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process

1. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

### Conflict assessments

1. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

### Intellectual property

1. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

### Anti-competitive behaviour

1. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
2. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
3. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

### Contract

1. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
2. The Supplier’s final tender submission must remain valid for acceptance for a period of 90 days from the date of its submission or until any procurement challenge/s have been resolved.

### Supplier withdrawal

1. Suppliers may withdraw from the Procurement at any time before the [final tender] submission deadline by providing written notification to the Authority [via the Delta eSourcing Portal].

### Modifying your [final tender]

1. Suppliers may modify their submitted [final tenders] prior to the submission deadline. (The Authority will not open ([final tenders] until after the submission deadline set out in the Procurement Timetable.)

### Supplier eligibility

1. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
2. The Authority reserves the right to require any Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the [ITT], including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
3. The Authority must be notified in writing via the Portal promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

### Supplier warranties

1. In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:

a. it understands and has complied with the conditions set out in this document

b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document

c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)

d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority

1. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

a. the Authority may exclude the Supplier from participating in this Procurement

b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act

c. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages

d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

### Third parties

1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

### Applicable law

1. The laws of England and Wales are applicable to this Procurement.
2. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

### Warning and Disclaimer

1. While the information contained in this ITT is believed to be correct at the time of issue, neither the Council nor its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
2. If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
3. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement

# Appendix B: The Authority’s detailed requirement

**- Election Printing**

1. **Introduction and Election Timetable**
	1. The Returning Officer (RO) is responsible for the delivery of elections in Chelmsford. Within their duties they must issue key electoral information and resources in a timely manner in accordance with legislation. The RO is seeking a contractor to support the delivery of these duties.

|  |  |
| --- | --- |
| 2026 | Greater Essex Mayoral Election  |
| 2027 | Shadow Unitary Authority and Parish Tier Council Elections |
| 2028 | Fallow  |
| 2029 | UK Parliamentary Election |
| 2030 | Greater Essex Mayoral Election |
| 2031 | Unitary Authority and Parish Tier Council Elections |
| 2032 | Fallow |

* 1. This timetable reflects the schedules elections for the next 7 years, on the assumption that the government’s programme for devolution and local government reform is delivered in Essex. It is worth noting that there may be unscheduled polls e.g. by-elections in this period.

1. **General Requirements**
	1. The contractor must be a reliable high-quality printer with a proven track record in printing and delivering both election/electoral registration printing.
	2. All production and despatch deadlines must be agreed with CCC in advance of each task, with CCC stipulating the preferred timetables.
	3. All artwork must be approved by CCC, in accordance with the relevant legislation for the particular election (please see The Electoral Commission Website for information relevant to different polls). The contractor must be able to support CCC in artwork design to ensure this.
	4. As the contractor will be required to process a vast amount of personal data when operating under this contract, they must comply with General Data Protection Regulations (GDPR) with which the council must comply. Demonstrations of processes in place to ensure this will be required.
	5. The contractor is required to have in place robust business continuity procedures. In the event of delivery and/or equipment failure, the contractor must ensure that the deadlines stipulated by CCC are still achieved, without any sacrifice to quality standards, and at no additional cost to the council.
	6. The contractor must be able to accommodate last minute changes if required and must be prepared to deliver the service within the minimum notice period for unscheduled polls.
	7. Where production is carried out by a sub-contractor prior approval must be sought from CCC, stipulating what work is going to be sub contracted and which company will carry out the work.
	8. The contractor must make use of relevant mailing schemes to ensure that all election post is delivered efficiently. Details of such benefits and schemes must be shared with CCC.
2. **Poll Cards**
	1. Poll cards to be issued to every elector eligible to vote at the particular election outlining absent voting arrangements if applicable. Approx. 130,000 - this is subject to change for different polls and may increase nearer the time of the election.
	2. Poll card design must be compliant with legislative requirements and approved by CCC.
	3. Where appropriate, combined poll cards will be sent for combined polls. Contractor must have capacity to issue separate poll cards for combined polls if required.
	4. Ordinary poll cards are to be printed on a4 paper and enveloped, with capacity to print on multiple colours if requested.
	5. Poll cards to be returned to CCC (sorted into relevant canvass areas) for delivery by CCC staff where possible. Remaining poll cards to be sent directly from contractors via 1st class post.
	6. First batch of poll cards to be issued at notice of election, with additional batches issued to include any new electors after the deadline for applications (sent directly from contractor).
	7. Details of data transfer dates and other arrangements to be agreed by CCC and contractor in advance of poll.
3. **Postal Voting Packs**
	1. CCC is responsible for issuing approx. 18,000 postal vote packs, this may increase at the time of an election.
	2. Postal voting packs must include: Outgoing envelope with purple flashes, envelope A, envelope B, ballot paper, postal voting statement and a guide containing pictorial instructions.
	3. Postal voting packs are currently issued in separate envelopes, and this is the preferred option. If a service for one-piece mailers is provided, please provide details and quotes of both, if applicable.
	4. Paperwork and envelopes must be compliant with legislative guidance and approved by CCC for each election. The contractor must be able to assist with design, including postal voting statement barcodes which must be tested before print.
	5. Contractor must be able to accommodate to electors requiring waivers, large print versions or other variations of the standard format, where required.
	6. Contractor must be able to liaise with Royal Mail or relevant postal service to arrange approval of envelope design and license details.
	7. CCC must be able to specify dates of postal vote issue and the contractor must be able to accommodate as many issues of postal vote packs as CCC deems necessary (we expect this to require a minimum of 3 issues).
	8. Postal voting packs are to be sent directly from the contractor to the elector via 1st class post. CCC must be able to oversee and audit the first issue of postal voting packs.
	9. Details of data transfer dates and other arrangements to be agreed by CCC and contractor in advance of poll.
4. **Ballot Papers**
	1. Ordinary ballot papers in books of 100 to be printed for every election. To be printed on white paper at standalone elections with an additional colour for second ballot paper agreed with CCC for combined polls.
	2. Tendered ballot papers to be printed in books of 25 on pink paper for every election.
	3. Contractor must be able to support ballot paper design in accordance with relevant legislation e.g. specified spacing/sizing and wording.
	4. Contractor must be able to provide all types of ballot papers relevant to different elections. In addition to this, where applicable, the contractor must be able to print multiple ballot paper designs. For example, city elections will require up to 24 ballot papers and Parish election ballot papers may have up to 20 candidates.
	5. Ballot papers must be printed as soon as practicable after close of nominations to allow for early dispatch of postal voting packs.
	6. Polling station ballot papers are to be delivered to CCC as soon as practicable for checking and preparation of ballot boxes.
	7. Details of data transfer dates, ballot paper allocation and UIM etc. to be agreed by CCC and contractor in advance of poll.
5. **Other Requirements**
	1. The contractor must be willing to assist in additional services required by CCC outside of the standard requirements. For example, the printing of polling station signage, counting slips and paperwork and information booklets for staff.
	2. Applicants are invited to outline any additional services that they may consider would be relevant to CCC requirements in election printing.

**Electoral Registration Printing**

1. **Introduction**
	1. The Electoral Registration Officer has a statutory duty to maintain an accurate and complete Register of Electors. The Electoral Registration Officer has a statutory duty to maintain an accurate and complete Register of Electors.The Electoral Registration Officer (ERO) has a statutory duty to maintain an accurate and complete register of electors. This is supported by completion of an annual canvass of all properties within the local authority area, amongst other tasks.
	2. this year, the ccanvassThis year a reform to the canvass reform has been implemented and the Electoral Registration Officer is seeking a contractor to support the delivery of this, amongst other duties.
2. **General Requirements**
	1. The contractor must be a reliable high-quality printer with a proven track record in printing and delivering both election/electoral registration printing.
	2. All production and despatch deadlines must be agreed with CCC in advance of each task, with CCC stipulating the preferred timetables.
	3. All letters and forms issued must be approved by CCC in accordance with relevant statute.
	4. As the contractor will be required to process a vast amount of personal data when operating under this contract, they must comply with Data Protection Act 2018 with which the council must comply. Demonstrations of processes in place to ensure this will be required.
	5. The contractor is required to have in place robust business continuity procedures. In the event of delivery and/or equipment failure, the contractor must ensure that the deadlines stipulated by CCC are still achieved, without any sacrifice to quality standards, and at no additional cost to the council.
	6. The contractor must be able to accommodate last minute changes if required.
	7. Where production is carried out by a sub-contractor prior approval must be sought from CCC, stipulating what work is going to be sub contracted and which company will carry out the work.
	8. The contractor must make use of relevant mailing schemes to ensure that all election post is delivered efficiently. Details of such benefits and schemes must be shared with CCC.
	9. The contractor must be able to provide a hybrid post solution for the issue of IER letters and forms.
	10. The contractor is responsible for stocking appropriate levels of CCC stationery to complete day to day jobs. CCC will be in touch to discuss any large orders that may require additional resources.
3. **Canvass**
	1. The contractor must be able to support the delivery of the canvass between June and December each year. The dates for despatch are to be outlined by CCC.
	2. The contractor must be able to print all relevant forms released by The Electoral Commission (<https://www.electoralcommission.org.uk/registration-forms-and-letters>):
* Canvass Communication A – A4 form to be sent with no reply envelope
* Canvass Communication B – A4 form to be sent with no reply envelope
* Canvass Form – A3 form to be sent with reply envelope
	1. The first stage of the canvass will require Canvass Communication A to be sent to each property classified as route 1 by the Cabinet Office data matching system (approx. 50,000).
	2. The remaining properties (approx. 7,500) will be issued Canvass Communication B in the first stage plus a reminder letter (Canvass Form) approx. 3 weeks later, followed potentially by one final reminder in the form of a Canvass Communication B.

(please note: these details may be subject to change, CCC will liaise with contractor as soon as totals and artwork can be confirmed)

* 1. All forms must include barcodes that can be tested by CCC before print.
	2. Contractor must be able to personalise outgoing envelopes with CCC logo and other wording if required.
	3. Forms to be returned to CCC (sorted into relevant canvass areas) for delivery by CCC staff where possible. Remaining forms to be sent via post directly from contractors.
	4. Details of data transfer dates and other arrangements to be agreed by CCC and contractor in advance of despatch.
1. **ITR’s and other letters to be issued under IER**
	1. A3 ITR’s with reply envelopes to be sent at regular intervals as requested by CCC, to be sent directly from contractors to electors. Batches may include reminders, requiring different artwork. Proofs to be approved by CCC before postage. (A link containing the template of the new form can be found at 3.2.)
	2. Other letters and forms required to be issued under IER to be sent directly from contractors to electors. This may require reply envelopes and specific messaging on outward stationary.
	3. A platform for a hybrid postage to be used to send these, where possible.
	4. Examples of these letters include:
* Postal Vote Applications – A4 personalised letter with a barcoded form and reply envelope included.
* Confirmation/deletion letters – personalised A4 letters.
	1. With the exception of large mailing requests (to be determined by CCC), all requests are to be posted via the specified method within 1 working day.
	2. Details of data transfer dates and other arrangements for large requests to be agreed by CCC and contractor in advance of despatch.
1. **Postal Vote Renewal Letters**
	1. The postal voting process has recently changed, with a postal vote now lasting for a maximum of three years. All postal voters on Chelmsford’s register will be required to renew their postal vote before the end of January 2026. This exercise will include all 18,000 of Chelmsford’s postal voters and will require reminders where necessary.
	2. Following this, postal vote renewals will be issued to voters every January directly from the contractor to those electors with a postal vote that requires renewal that year. This must include a personalised letter, a barcoded form and a reply envelope.
	3. Proofs must be approved by CCC before sending and reminders are to be sent where applicable.
	4. Details of data transfer dates and other arrangements for large requests to be agreed by CCC and contractor in advance of despatch.
2. **Other Requirements**
	1. The contractor must be willing to assist in additional services required by CCC outside of the standard requirements. For example, the printing and postage of HNL’s and design and print of calling cards for the canvass.
	2. Applicants are invited to outline any additional services that they may consider would be relevant to CCC requirements in electoral registration printing.

# Appendix C: Service Levels, Service Credits and KPIs

1. Delivery of materials should be undertaken with an accuracy of 99%, that is, errors can only be present in respect of a maximum of 1% of deliveries.
2. Where any error in delivery occurs rectification should be undertaken within 24 hours through a physical delivery to the address affected.
3. Printing of materials should be undertaken with an accuracy of 99%, %, that is, errors can only be present in respect of a maximum of 1% of printed items.
4. Where any error in printing occurs rectification should be undertaken within 24 hours and the corrected materials delivered 24 hours after that.
5. All materials produced shall be in entirely in accordance with the design templates issued by the Council.

# Appendix D: The draft contract

Please refer to the separate document.

# Appendix E: Glossary

| **Defined term** | **Definition** |
| --- | --- |
| Act | means the Procurement Act 2023. |
| Associated Suppliers | means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| Authority | means [insert organisation title] |
| Central Digital Platform | means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692). |
| Competitive Tendering Procedure  | means the Competitive tendering procedure as defined by section 20 of the Act. |
| Contract | means the contract to be entered into by the Authority with the successful Supplier. |
| Key Performance Indicators or KPIs | means the key performance indicators (KPIs) set out in Appendix C. |
| Portal | means the [insert title of portal] portal used by the Authority for the purposes of this Procurement and which can be accessed here: [insert link to portal].  |
| Procurement | This Competitive Flexible Procedure procurement process. |
| Procurement Timetable | The timetable for this Procurement as set out in this document. |
| Service Credits | means the service credits set out in Appendix C. |
| Service Levels | means the service levels set out in Appendix C  |
| Supplier or Suppliers | means a supplier or suppliers (as the case may be) participating in the Procurement |
| Tender Notice | means the tender notice with reference [insert reference] published on [insert date] on the Central Digital Platform |

# Appendix F: Form of tender and Associated Declarations

To: Chelmsford City Council

Civic Centre, Duke Street, Chelmsford CM1 1JE

**Ref:** CCC/2025/

**Opportunity for: Chelmsford City Council** –

**1.** I/We have read the information provided in your Invitation to Tender and subject to and upon the terms and conditions contained in the Form of Contract, I/we offer to execute and complete the ‘*service detail’* as outlined in our tender.

**2. Terms and Conditions**. I/We agree that this tender and any contract which may result, shall be based upon the documents listed below, and that the Buyer is the Chelmsford City Council.

**2.1** The contract documents as shown in the Invitation to Tender.

**2.2** The prices to be inserted in the Contract shall be those shown in the pricing schedule/rate card of our tender; or, if the Council selects an alternative proposal, then the prices shown in the document outlining that proposal.

**2.3** In other sections of the Contract information provided in [document name] - Additional Information Required by the Council, will be included.

**2.4** Any qualifications set out by us in [document name] - Qualifications, shall also apply, although we understand that making a qualification may result in your disregarding our tender in total.

**3.** I/We confirm that this [final tender] will remain valid for 90 days from the date of this form of tender or until any procurement challenge/s have been resolved.

**4.** I/We confirm that the contract shall be valid upon acceptance and signature by both parties of the Contract Documents. And I/We hereby undertake to enter into a contract within fourteen days of being requested to do so.

**5.** I/We confirm that the construction, validity, performance and execution of any contract that may result from this tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

**6.** I/We confirm to bear all cost incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.

**7.** I/We confirm that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender

**8**.I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to submit final tenders.

**9**. I/We understand that the Authority reserves the right to accept or refuse this [final tender] in accordance with the Procurement Act 2023 and/or the [invitation to submit final tenders]

**10**. We confirm that all information supplied to the Authority and forming part of this [final tender] and any previous submissions is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

• are registered on the Central Digital Platform

• have ensured their information contained on the Central Digital Platform is true and accurate

**11**. I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

**12**. I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the [invitation to submit final tenders] and the draft Contract.

**13.** I/We understand that non-compliance with the requirements of the [invitation to submit final tenders] or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the Procurement.

**14.** I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the [invitation to submit final tenders] supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

Checklist for tenderers

List all documents to be submitted.

| **Document number** | **Document name** | **Included (Y/N)** |
| --- | --- | --- |
|  | Appendix F: Form of tender |  |
|  | Procurement Specific Questionnaire  |  |
|  | Quality Criteria Response |  |
|  | Pricing Schedule |  |

**Note:** If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |

**Chelmsford City Council Associated Declarations**

1. ***Freedom of Information Act / Disclosure***

Chelmsford City Council, as every public authority, is subject to the Freedom of Information Act 2000 (“the Act”) which gives a right of access to information held by them.

Details of the Council’s policy can be found at: <https://www.chelmsford.gov.uk/your-council/accessing-council-information/make-an-foi-or-eir-request/>

As part of our duty under the Act, when a Freedom of Information request is received, we may have to disclose information that forms part of your tender or associated documentation unless an exemption applies as defined by the Act.

There are, for example, exemptions:

- against disclosing information where that would constitute an actionable breach of confidence

- against disclosing trade secrets

- against disclosing information likely to prejudice any person’s commercial interests (and this includes the Council’s commercial interests).

The Council will be mindful of the potential commercial risks to you as a prospective supplier and will comply with its obligations of confidentiality where they arise, subject to its legal obligations.

**If you consider that any of the information you submit to the Council should not be disclosed because of its sensitivity, then this should be stated with the reason for believing it to be exempt in accordance with the Act.**

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions of the ITT document.

I declare that I wish the following information to be designated as commercially sensitive:

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is:

|  |
| --- |
|  |

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |

The Council will then, in future, seek to consult with you in considering any Freedom of Information request received, before replying to the request within the mandatory timescales.

It should be noted, however, that disclosure is assumed to be required under the law unless an exemption under the Act can be applied and, subject to the enforcement role of the Information Commissioner, the Council must make a judgment as to the applicability of any exemption on the basis of all the facts in its possession, including its assessment as to whether there is a public interest in such disclosure.

***2. Certificate of non-collusion and canvassing***

Prospective contractors shall not, in connection with this or any other Procurement:

1. Offer any inducement, fee, gift or reward to any Council officer or Member of the Council, or any person acting as an adviser to the Council in connection with the Procurement;
2. Do anything which would constitute a breach of the Bribery Act 2010;
3. Canvass any Council officer or Member about this Procurement; or
4. Contact any Council officer or Member or agent of the Council or any person acting as an adviser to the Council about any aspect of the Procurement for the purpose of soliciting information.

Apart from requests for clarification made via Delta e-sourcing and enquiries made to the named procurement officer in respect of this process, any contact with other persons will be regarded as prima facie evidence of canvassing.

***1. Non-Collusion***

Contractors must not disclose, or discuss any aspect of, the tender documents published by the Council or its own response to those documents, with any other contractor. Any such collusion may constitute an infringement of Chapter 1 Prohibition contained in section 2 (1) of the Competition Act 1998.

***2. Conflicts of Interest***

Contractors are reminded of their obligation to disclose actual, potential and perceived conflicts of interest to the Council as soon as they become aware of them.

***3. Changes in Circumstances***

Contractors are subject to an on-going obligation, throughout the procurement process, to notify the Council of any material changes in its circumstances. This includes (but is not limited to) changes to the ownership and significant reductions in financial or operating capacity. The Council should be notified of any change as soon as it becomes apparent.

***4. Confidentiality Undertaking***

All information provided by the Council in relation to this tender and concerning Council operations and activities is made available on condition that it is treated as confidential. It should not be disclosed, copied, reproduced, distributed or passed to any other person at any time. The only exception is disclosure for the express purpose of enabling a tender submission. E.g. disclosure to insurers who are required to provide professional guidance. Any disclosure of this kind should be recorded, and confidentiality assured.

This undertaking will continue to apply at all times and to all parties.

If you wish to discuss any element of this document this, please contact the Councils Procurement Manager on 01245 606774

We acknowledge, understand and agree to abide by all the above statements.

This declaration must be signed by an authorised signatory.

***3. Safeguarding***

Chelmsford City Council have adopted a Safeguarding Children and Vulnerable Adults Policy, as a commitment to protecting vulnerable people.

Our policy is relevant to

* our employees
* our elected members
* any consultants, contractors and agency staff working for us
* members of the public volunteering with us
* organisations, companies and individuals who are suppliers to us

On signing this declaration contractors are confirming that they have read, understood and agreed to the Councils safeguarding statement which can be accessed here: <https://www.chelmsford.gov.uk/communities/safeguarding/>

|  |  |
| --- | --- |
| **Signature** |  |

|  |  |
| --- | --- |
| **Name (print)** |  |

|  |  |
| --- | --- |
| **Position** |  |

|  |  |
| --- | --- |
| **Supplier name** |  |

|  |  |
| --- | --- |
| **Date** |  |

.