



# Tendering

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Professional Guidance Series  
PGS5

# 1. Introduction

These notes are aimed at members of the Chartered Institute of Ecology and Environmental Management (CIEEM) but members might like to bring several points contained in this document to their clients' attention. An improvement in the exchange of information at the tender stage will frequently be of great value to the success of a proposal.

Members of CIEEM may become involved in preparing tender documents in two different ways:

- In preparation of the tender submission in response to an invitation to tender by a potential client (see section 2.0 below).
- In preparation of tender documents to be sent out as part of an invitation to tender, for example either as an employee or as a consultant, acting as an agent for an employer or client. See section 3.0 below.

Tender documents are frequently incorporated into the final contract documents and it is, therefore, essential that the potential legal implications of any inaccuracies or omissions are recognised fully at the outset.

## 2. Tender Requests Received from a Client

### 2.1 Invitation to Tender (ITT) documents

When invited to tender for a project the consultant should ensure as far as possible that the ITT documents provide the following:

#### 2.1.1 Information

- All documents stated as being supplied should be enclosed. Keep these documents together as proof of the information supplied at the onset
- Sufficient information should be supplied by the client (a brief or terms of reference) for an accurate tender to be produced
- Additional documentation, such as maps, previous relevant reports etc. should be provided or referenced so that they can be obtained in hard copy or via the internet.

It is the tenderer's responsibility to query the client with regard to incomplete ITTs or the provision of additional information that would be required to produce a compliant tender.

#### 2.1.2 Time

- Sufficient time should be available for the submission of queries
- Sufficient time should be available to produce a comprehensive tender document
- Realistic time scales or requirements should be suggested by the client for the completion of the project.

At an early stage, unrealistic time scales should be amended by consultation with the client.

#### 2.1.3 Constraints

Details of any constraints applying to the site or project should be clearly defined.

#### 2.1.4 Liabilities

Ascriptions of responsibility and liability should be defined where they may affect costing, for example, in relation to insurance etc. Liability is the proportion of additional financial costs that will be borne by the client or the consultant in the event of unforeseen circumstances. This could include additional expenses from underestimating days, damage arising from negligence, loss of life or injury, professional negligence and oversights. Liabilities will vary according to the project and each has to be costed in order to submit an accurate tender. Written agreement on ascription of liabilities should always be obtained prior to commencement and these are usually provided in the ITT as the 'Conditions of Contract'. If you are not happy with any of the conditions, seek clarification. Do not state that you are not prepared to accept them. If you do this, your submission is almost certainly going to be classed as a qualified tender and as such it will not receive any further attention.

### 2.1.5 Access

The client should assume responsibility for obtaining permission for access to the site and any adjacent areas necessary to complete survey work.

### 2.1.6 Data, Maps and Plans

The client should supply the relevant data for undertaking the project along with the correct data licence information at the project outset. If the client does not have the necessary data or does not hold the correct data licences, the tenderer may have to source and supply the necessary data to the client at additional cost, which will need to be stated in the tender.

## 2.2 Other Considerations

Clients may not be aware of unrealistic aims and objectives in a new project, which are immediately obvious to the consultant from their own professional experience, for example timescale, cost and technical problems. It is therefore the consultant's professional responsibility to bring these to the client's attention.

There is no way of ensuring that a competent assessor has drawn up the tender documents or is available to assess the submitted tenders. In fact some clients invite tenders on the vaguest outlines to find out how to do the job. Discussion with the client is obviously essential but if you cannot reach a clear understanding of a job it may be wiser to withdraw before going to the expense of drawing up unsatisfactory tender documents.

## 2.3 Public Sector Authorities

Many public sector authorities have individual procedures for tendering that have to be followed. Over a specified value, contracts are awarded in accordance with the EC Directive 2004/18/EC. Guidance on the EC thresholds and procedures is given on the websites of the Office of Government Commerce and those of the devolved administrations. In Ireland, further information can be obtained from the Irish Government. Contracts over the thresholds can only be awarded by the use of one of four set procedures.

### 2.3.1 The Open Procedure

With the open procedure, a contract is advertised in the Official Journal of the European Union (OJEU) and all interested parties are asked to return tenders by a set date. This procedure is often used by local authorities.

### 2.3.2 The Restricted Procedure

The restricted procedure is a two-stage process. At the first stage the contract is advertised in the OJEU and interested suppliers are asked to express an interest in the contract (an Expression Of Interest or EOI). The public sector body then selects a shortlist of successful parties to submit tenders, often by the use of a Pre-Qualification Questionnaire (PQQ).

### 2.3.3 The Competitive Dialogue Procedure

The competitive dialogue procedure allows the buying organisation to enter into negotiation with bidders following advertising of their requirements in the OJEU and carrying out a selection process. This procedure is used to help buyers define the details of their requirements.

### 2.3.4 The Negotiated Procedure

The negotiated procedure is also a two-stage process but can only be used in very limited circumstances. At the second stage the public sector body can enter into contract negotiations with one or more suppliers.

More and more public sector organisations are looking towards buying products and services through online procurement systems ('eProcurement'). This has particular advantages for small and medium-sized firms as it makes tendering for business and receiving payment for small contracts faster. Sourcing for low-value procurements may include use of 'registers of suppliers'. Many public sector organisations, including local authorities, hold lists of potential suppliers. You can register as a supplier on public contracts websites. The value at which different procedures apply



will vary between organisations, but all procedures are subject to the legal requirement for adequate publicity of contract opportunities.

## 2.4 Content of the Submission from the Consultant

ITTs often contain 'Instructions to Tenderers' and these should be followed exactly, otherwise your submission may be considered to be 'noncompliant' and will not be considered. ITTs also often contain pre-declared contract award criteria. The evaluation weighting of quality and price is usually specified.

It is the quality of information submitted as part of a tender rather than the quantity that can make the difference between success and failure. Always submit the details requested. Do not be tempted to dress up the information or be economical with the truth.

The tender documents should be presented professionally and include a brief resume of the project, a breakdown of methodology and costings of each stage (see checklists below).

\*Starred points in the following lists are likely to be essential to all tender submissions, but all jobs should be assessed individually.

### 2.4.1 Resume of the Project Details Including:

- Job name and/or reference number\*
- Formal or registered name and address of consultant\*
- Client and point of contact/relevant office\*
- Tender date - dates of receipt and return\*
- Commencement, stage and completion date\*
- Brief outline of project\*
- Methods and techniques involved to fulfil the project requirements\*
- Qualifications and brief resume of the experience and competence of staff to be involved in the project\*

### 2.4.2 Breakdown and Costing of Each Stage of the Project, to Cover:

- Initial client meeting
- Desk top analysis\*
- Preliminary field/site survey
- Scoping study
- Consultation meetings
- Fieldwork - visits/days\*
- Identification time
- Laboratory work
- Results analysis/data review\*
- Computer time
- Progress meetings
- Report preparation\*
- Research programme/proposals
- Monitoring
- Report production costs\*
- Extra consultancy days\*
- Additional expenses including grades of staff\*
- Price fluctuations (long term contracts)
- Contingency sum
- VAT if applicable\*
- Any special conditions which apply to the sensitive nature of a project e.g. publicity
- Cancellation fees

### 2.4.3 Essential Professional Details Should Also be Given on:

- Professional Indemnity Insurance\*
- The length of time for which the tender will remain valid, subject to the client keeping to the original tender specifications\*
- Ascriptions of liability defined according to the project\*
- Terms of payment and clauses added, e.g.:
  - a clause stating that the tender price is based on your perception of the project as laid out in

the clients' invitation to tender \*

- a clause to the effect that if, in the light of receiving this and other tenders, the client realises that the project has been misconceived or details were not included in the original tender, your firm would wish to be re-approached to submit a new tender.\*

Additional considerations that must be included can be covered by the following statement:

"The contract will be undertaken under the CIEEM Code of Professional Conduct\* and in compliance with all national and appropriate international legislation applicable during the work programme, but not retrospectively."

#### **2.4.4 Flexibility**

Discretion has to be used towards certain items. For example, the contingency sum will allow for unforeseeable events and foreseeable events which cannot be predicted in detail. For example, days when the site is inaccessible could delay survey work and report delivery, or foul weather could affect sea days for a marine survey. A clause pricing standby days at half rates for a certain number of days before stand-down can be included. Such clauses allow flexibility during the contract and if you foresee any specific difficulties, which may result in additional costs, it is in your interests to specify this at the outset.

Delays may also occur when a client is slow in providing necessary information. The consultant cannot be held responsible for not meeting deadlines if this occurs.

Other headings in the list can be used according to applicability. Do not over-specify with too much detail as you could find that this encourages the client to quibble or exclude expensive items.

#### **2.4.5 Competence**

Do be sure that you can fulfil all the services you have stated in your tender, as prescribed within the professional terms of the Code of Professional Conduct. You cannot subcontract at a later date without written agreement of the client which would be professionally embarrassing if you have previously suggested that you were competent to complete all the tasks required in a contract.

#### **2.4.6 Additional Expertise and External Inputs**

To meet the requirements of certain tenders it may be necessary to name other participants, forming a team. Participants should be named and qualifications listed along with a brief resume of their experience and an enclosed CV in the tender documents.

It is advisable to recommend the highest possible quality of expertise, such as would be represented within the membership of the Institute. Be certain not to pressurise team members to cover areas outside their specialisms or to misrepresent their abilities in the tender documents.

Always make a courtesy call prior to inclusion to ensure that the proposed team member is available and is prepared to participate. If the proposed team member is already committed to another team of consultants preparing a submission, then ask if the other team require the participant to be 'exclusive'. It is often the case with specialist work that the same person is included on more than one submission, with the agreement of all of the lead consultants.

#### **2.4.7 Costing Options**

A single price can be quoted for a minimum job without detailed breakdowns. This is not a recommended practice and normally clients require detailed breakdowns. It may be appropriate to suggest mix and match options to the client which should be priced so that the client can clearly appreciate what work will be done and the cost for each option. But it must be made clear what impact such options may have on the quality of the result. If alternatives are provided then these must be completely separate from the required costed methodology in the terms of reference to avoid being non-compliant.

It is worthwhile making initial inquiries from the client as to the likely fee levels. This can avoid wasting time on over-specification or on bids which you feel have no realistic chance of being competently undertaken on that fee level.

Make sure that every eventuality has been thought of in your tender - remember that, once the tender has been accepted by the client, any miscalculations on pricing, length of time needed for the completion of the project etc. has to be borne by the consultant if a fixed fee is agreed. If the contract is being released in

stages, it may be possible to quote for further work on a time-fee basis, but only if this is stated in the ITT.

#### **2.4.8 Payments**

It is worthwhile at the tender stage of a project to make clear that staged payments would be required during the course of the contract. Many firms delay paying, sometimes by as much as six months, and this can obviously have serious consequences for your cash flow. Clearly stating staged payments is usually acceptable to the client; and in some instances it is possible to arrange a pre-payment in order to initiate the job. This latter detail can be arranged if you succeed in winning the tender.

#### **2.4.9 The Completed Submission**

Tenders are submitted by a stated date. Often a particular return format is required e.g. a standard fee tender return in an envelope provided with the ITT. If you are collaborating with team members in different locations, make sure that you allow enough time for the hard copy of the submission to be posted in the envelope. Occasionally email submissions are allowed but these often require a hard copy submission as well, by the same deadline or shortly afterwards.

The tender document should provide the client with sufficient information from which an informed decision on your tender can be made. Although many tenders are let on the lowest tender price, clients may opt for another, slightly higher tender if the information has been well presented and they feel that it more accurately portrays the requirements of the project. Frequently, an evaluation and grading system is used to determine the preferred tenderer. Sometimes you may be asked to enter into post-tender negotiations in order to clarify some of the details in your submission. This is so that the client can either make a decision between two close submissions or confirm that you are the preferred tenderer.

#### **2.5 Sole Traders**

If you are submitting as a sole trader, ensure that your position is fully understood and recognised from the time that you are invited to tender; and always make sure that, in the event of your illness, incapacity or death during the course of the contract, there are satisfactory contingency plans in place to minimise any delay in the contract.

#### **2.6 Intellectual Software**

There is great concern among many consultants that intellectual software, that is the ideas and methodologies, of one tenderer can be lifted and sent to the preferred tenderer. It is therefore worthwhile making clear to the client that you hold the copyright to the tender documents produced by your firm and that they are not available to other consultants who may tender for the job. Stating this may or may not make a difference - concept notes can be a particular problem in this area. Sometimes you have to define the brief for the client and then this intellectual work is taken and others asked to price it.

#### **2.7 Interview**

Some clients shortlist similarly costed tenders and invite the consultants to a presentation. Obviously then it is up to you to sell your product. Make a note of the interview dates in the ITT so that you or a member of your team can appear if required.

#### **2.8 A Successful Tender**

Once the tender has been accepted, the appropriate contract documents should be drawn up and signed prior to the commencement of work. (See CIEEM Guidance for 'Model Service Agreements' (Professional Guidance Series No. 6)). Some clients send a copy of their standard contract with the tender invitation and require confirmation in the tender that the terms of the contract are acceptable to the tenderer. In this event, it is necessary to raise any contractual problems in your tender.

#### **2.9 An Unsuccessful Tender**

If you are unsuccessful in obtaining the job it may be worth while to ring the client and politely ask why: there may be flaws in your technique which could be improved or you may be costing incorrectly (see CIEEM Guidance for 'Estimation of Fee Rates' (Professional Guidance Series No. 1)). You may request the prices submitted by other consultants (listed anonymously) to help you to put in a more competitive bid in the future. Remember, out of courtesy, always inform all those people you might have enlisted in your submission as to the outcome.

## 2.10 A Cautionary Note

It would be wise to establish at an early stage your position with regards to the use of the information finally supplied or supplied at any stage during the contract period. Also, make sure that you are a party to what is said in the final document. Clauses to this effect can be inserted into the Service Agreement and will ensure that misrepresentation or omission of data is prevented.

# 3. Preparation of Tenders on Behalf of Others

## 3.1 Introduction

In this case the consultant or employee is acting as an agent for the client or employer. As an agent, there is a legal obligation to the client, having been invested with a legal power to establish contracts between the principal and third parties. There must be a written authority to act as an agent but usually the agent incurs no contractual obligation towards the third party.

## 3.2 Duties of an Agent

As an agent the consultant is required to:

- Exercise diligence and skill
- Not let their own interests conflict with obligations to the client or principal
- Not disclose confidential information
- Not take bribes
- Not delegate their duties to a sub-agent
- Comply with the principal's instructions
- Render proper accounts
- If the agent exceeds the authority given to him by his principal it may be that the principal is still bound to honour the contract. It is necessary therefore to make the limits of authority clear in writing, to both the agent and to any third parties.

It should be noted that, depending on the terms of an employment contract, an employee may be liable for errors and omissions which occur during the tendering process.

The principal is required to pay the agent's remunerations and expenses as agreed and indemnify the agent against any losses arising from the execution of his authority, but not against the consequences of the agent's own negligence, default or breach of duty.

Where a person contracts as an agent without any authority, or contracts in excess of his authority there is a breach. An action for damages can be brought against the agent. It is no defence for the agent to plead that he acted in good faith. When employing on behalf of a client, a written statement outlining the ascriptions of responsibility, stating who would accept liability if problems occur during the contract, is vital.

## 3.3 Preparation of Invitations to Tender (ITTs)

There are at least two different situations in which members may be required to draw up tender documents for work to be undertaken by consultants, sub-consultants or contractors.

It is essential that the information supplied is appropriate to each situation, for example, surveys required for an ecological assessment, or procedural and operational details for works specifications. It is necessary to provide accurate and detailed information for the subcontractors to submit a fair and accurate tender. The quotes must be comparable in quality and price; to achieve this strict adherence to procedures are essential.

CIEEM recommends that consultants adopt the guidelines for single stage tendering published by the Joint Contracts Tribunal as Series 2: Practice Note 6: Main contract tendering, available at RIBA bookshops or online. Although written for construction contracts, the framework is valid for most situations and ensures fair competitive tendering for a job.

The Practice Note gives clear guidelines as to the recommended procedures and covers:

- Preliminary enquiry
- Numbers of tenderers recommended
- Tender documents
- Time for tendering
- Qualified tenders
- Withdrawal of tenders
- Assessing tenders and notifying results
- Examination and adjustment of Priced Bills
- Negotiated Reduction of Tender.

It is important to prepare lists and details in consultation with the client, ensuring a realistic job description and that the client is prepared to pay the going rate for work to be done. Anything less devalues the work produced.

### 3.4 Documentation

The aim of the tender documents is to provide the tenderer with a clear and complete resume of the scope of work, standards of workmanship and responsibilities involved in the project so that he can ensure that all requirements for the correct completion of the contract are covered.

This is achieved by producing tender documents describing to minimum standards the scope and details of the project which later become part of the contract agreement. The tender documents can be made up of a number of parts:

- Form of tender document
- Conditions of contract - preliminary clauses relating to legal obligations, liabilities of both parties, site conditions, payments, insurance, default and arbitration procedures
- Qualitative - a detailed description of the works and standards required
- Quantitative - Schedules and/or Bills of Quantity
- Illustrative - drawings illustrating the project area, survey details, planting designs etc
- Scope of work
- Collection - summary of all elements to be costed.

In each case, accuracy and attention to detail is essential as errors have serious legal implications.

#### 3.4.1 Form of Tender

Form of Tender is the sheet that summarises the essential details of the project and is signed by the tenderer, giving the price for which he is prepared to carry out the contract.

#### 3.4.2 Conditions of Contract

Most contracts will involve standard requirements or requirements specific to a project that need to be included in the tender documents, so that the obligations, liabilities and scope of the contract are clearly defined and understood by both parties at the tender stage. The tender documents then become part of the contract documents and again all eventualities must be considered.

Clauses covering obligations of both parties, insurance, injury, statutory obligations, commencement and completion, control of works including temporary works, payment, and determination of contract should all be included.

It is important to note that the contract documents form the 'final line of defence' if something goes unexpectedly wrong. Therefore monitoring and default procedures, arbitration and termination agreements are particularly important and should be established at the onset.

#### 3.4.3 Qualitative

A detailed description of the work involved and standards expected to satisfy the needs of the client should be set out in a clear, unambiguous and logical manner, covering all stages of a project.

This may involve a straightforward list or requirements and surveys required or you may wish to go into greater detail, for example, if you are inviting tenders for the practical aspects of the job, e.g. planting schemes for habitat creation.

##### a. Specification of work standards and materials.



In this case, to ensure that all aspects of a project are covered, it is recommended that the existing lists of standard clauses be referred to, for example those available from the National Building Specifications (NBS), which also refer to the British Standards Institute documents.

Appropriate clauses are selected from the lists and, if used correctly, ensure that all requirements are covered.

These specifications cover most of the aspects of such projects - site preparation, planting of trees, shrubs and grass, and maintenance procedures. The clauses are regularly updated, but it is essential that you go through a step by step analysis of the project to ensure that no details have been missed. Anything not included at the tender stage can involve the client in extra expense at a later date.

It is important for the consultant to consider in some detail the implications of specifying materials and working methods, and to ensure that these implications are taken into account. Critical points must be specified and wherever possible standard specifications should be used. The way to ensure that no points are omitted is to go through a step by step analysis of the project, defining the problems and critical points, deciding how the specifications would cope with the problem, and decide which specifications to use. If there are no immediately appropriate clauses available then write your own, but with great care to avoid ambiguous or unreasonable statements. It is useful to specify stage checks in any operation where the final result may cover up previous preparation e.g. tree planting.

Materials can be specified by type, by British Standards or by naming. Workmanship can be specified by finished effect, by British Standards Codes of Practice, or by method. Working method specification should clearly specify the needs of the job but not to the extent of unreasonably limiting the tenderer.

#### **b. Standard Forms**

Local authorities often have their own standard forms that have been developed through both experience and the use of the standard clauses to cover most eventualities. However, in a standard form delete all inappropriate clauses, terms or sections, as over-specification or inappropriate specification can lead to problems during the contract administration.

#### **3.4.4 Quantitative**

To compare tenders and to enable the consultant to calculate interim and final certificates, the tenderer is required to break down the tender into appropriate units. Schedules give tabulated or listed information, which can allow for variables undefined at the time of tender. Bills of Quantities give a more complete and accurate summation of the work and materials required.

#### **3.4.5 Illustrative**

It is necessary to communicate proposals visually with accuracy, clarity, economy and consistency' (BS 1192: Part 4 1984). The profession still has much to learn on the production of useful, quality drawings, although electronic images are now making up for inadequate drafting skills. Well presented drawings reflect both on the individual consultant and the profession as a whole. The drawings supplied with the tender should give a complete visual picture of the scope of the work to be considered.

#### **3.4.6 Scope Of Work**

This section describes step by step how you expect the project to proceed to completion, describing how you expect the clauses listed previously to be applied to that particular project.

#### **3.4.7 Collection**

A final sheet is sometimes added to the package that lists each stage of the work and provides space for a price to be inserted with a final total. In this way easy comparison of several tenders can be made.

#### **3.4.8 Summary**

The tender documents therefore become a package including the contract details, qualitative and quantitative description and breakdown of the project, and the illustrative material. It is essential to ensure that the figures on the illustrative material agree with the written documents. Also number all document pages consecutively, i.e. 1 of - , in a complete series to preclude additions or omissions. A checklist of contents should be included with all tender documents sent out to prospective contractors

which would appraise the subcontractor of any omissions on receipt. Omissions can be remedied by a telephone call but ensure that only the bearer of the checklist can apply for the documents.

### **3.5 Tender Administration**

#### **3.5.1 Selecting Sub-Contractors**

The tender can be negotiated with a single contractor or competitive tenders can be invited from a minimum of three appropriate firms. If you are not familiar with the firm personally, ask for references and follow them up, applying your professional judgement on your client's behalf. In all cases, whether tendering by invitation or by advertising, care should be taken to ensure a firm is reputable, competent, financially viable (appropriate references, such as bank references must be taken up) and qualified to undertake the work to the standards required.

Once you have invited a firm to tender it is assumed that you have assessed your requirements and that the firm is suitable. It is unprofessional behaviour to decide that a firm is unsuitable after tender documents have been returned. Preliminary enquiries as to a firm's willingness to tender can prevent delays. Each firm should be provided with the same information on the scope of the project and timescales involved.

Addressed return envelopes should be provided with the tender documents with instructions that they should not be marked in any way which could identify the sender. This removes any accusation of impropriety and possible malpractice. If possible, tenderers should be offered the option of returning their submission by e-mail.

#### **3.5.2 Receipt and Processing of Submissions**

Tenders remain open for acceptance for a specified period, usually 28 days after the date of posting the details to the invited firms. During that period tender enquiries should be dealt with. Queries should be answered promptly and all queries and answers should be distributed to all tenderers. All tenderers should be kept informed of any alterations in the tender documents that may be required.

You must never alter the tender specifications without informing all participants and never alter your criteria of suitability during the later stages of tendering without giving all firms a fair opportunity to address the concerns, for example contingency plans. Again this prevents any accusation of impropriety and possible malpractice.

Tenders must be opened after the final submission date in the presence of a witness and the details checked, certified and recorded immediately.

#### **3.5.3 Checking and Reporting Tender Submissions**

Tender prices should be reported to the client on the submission date, including a list of tenderers and tenders received, any alterations which have been made during the submission period, and confirmation that the tenders are accurately and fairly priced. Remember that arithmetic errors must be corrected before reporting to the client and referred back to the tenderer.

#### **3.5.4 Acceptance of Tender**

If the tenders exceed the client's authorised expenditure, reductions can be negotiated with the lowest tenderer. If reductions are great and alter the scope of the work, new documents and invitations to tender should be made. However, this problem can be avoided by stating the project budget in the ITT, which makes sure that the tenderers pitch and cost the work correctly and, consequently, that tenders are easy to compare. Asking for fee rates for further work is also helpful in this regard.

If the above procedures have been followed the client is in a sound position to accept the lowest tender, knowing that all firms have considered the same information and have the same understanding of the work involved.

#### **3.5.5 Interviews**

If interviews are deemed appropriate to discuss the contractors' proposals then every interview should be minuted with members of the interview panel named and the final decision stated. Tenderers should be informed of the decision as soon as possible in writing.

### 3.5.6 Notification

Acceptance of a tender must be confirmed in writing by the client. Once a tender has been accepted, the other tenderers should be notified of the results of all tenders submitted, though the names of other firms may be withheld to maintain confidentiality. Tenders received after the submission date should be returned unopened and tenders received incomplete should not be accepted.

### 3.5.7 The Two Envelope Method

If your client is not strictly bound to select the lowest tender or is not certain of the approach needed for a particular contract, the 'two envelope method' may be used.

Envelope one contains details of the approach and technical qualifications. This allows judgement on the companies' stated approach to the brief and their technical capabilities. Usually, once a judgement has been made on the best approach/technical submission, the client and/or his agent, plus a witness, may open the corresponding Envelope two, which contains the tender price for that consultant/contractor, broken down as required. In the event of two favoured approaches, or nothing to choose between the technical submissions of two or more companies, the second envelopes may be opened anyway to take value for money into account. The second envelopes should only be opened in this eventuality.

## 4. Conclusion

We hope to raise the standards of tendering procedures at all levels.

You should not expect to succeed in all tender bids. The aim is to give everyone a fair chance, based on the services that they can provide. However, if you have cause to feel that something is seriously wrong, please contact us for advice and support.

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Raising the profile of professional ecological and environmental management and promoting the highest standards of practice for the benefit of nature and society.



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