

Pj3286 – Supply of Global Company Data Invitation to Tender



Department for
Business & Trade

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Our Reference: pj3286

Date: **[Insert]**

To Whom it May Concern,

Invitation to Tender Reference Number. pj_3286

1. You are invited to tender for Provision of Global Company Data in accordance with the attached document. The requirement is for the supply of data relating to companies based both globally and in the UK & Ireland.
2. The requirement and subsequent contract shall be for a period of 12 month with the option to extend for a further period of up to 12 months. The estimated value for the contract is £130,000.00 for the initial, 12-month, contract period and is exclusive of VAT.
3. This Procurement is being carried out in accordance with the Public Contracts Regulations 2015 under the open procedure. Tenderers must submit a tender as a single legal entity. Tenderers can submit a tender as part of a proposed consortium or with named sub-contractors, but the tender must be submitted by a single legal entity that will represent the consortium or group of economic operators.
4. The anticipated date for the contract award decision is 28/10/24. Please note that this is an indicative date and may change.
5. The clarification period ends at 16:00 on 29/8/2024 You must submit your tender to arrive no later than 16:00 26/9/2024.

Yours faithfully,
Daniel Thomas
Commercial Manager

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SECTION 1: INTRODUCTION

This Invitation to Tender is for the delivery of A comprehensive global dataset of companies is required (including all UK/Ireland companies) to enable the effective delivery of UK investment support services. The dataset procured must provide easily accessible, real-time, and accurate company intelligence to support bespoke enquiries from investor companies, across all sectors/sub-sectors and from all markets, as well as support the development of off-the-shelf propositions demonstrating the attractiveness of the UK. The full requirement is set out in Schedule 07 of this Invitation to Tender.

DEFINITIONS AND INTERPRETATION

- 1.1. Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Schedule 06: Contract Conditions) shall have the following meanings (to be interpreted in the singular or the plural as the context requires).

| TERM | MEANING |
|--------------------------------------|--|
| “Authority” | means the Secretary of State acting through the Department for Business and Trade acting as part of the Crown. |
| “Conflict of Interest (COI)” | means any circumstance or situation where relevant staff members of the Tenderer involved in this Procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement and/or affect the integrity of Contract Award and any resultant Contract. |
| “Contract” | means the contractually binding terms and conditions set out in Schedule 06 of this ITT to be entered into by the Authority and the successful Tenderer at the conclusion of this Procurement. |
| “Contract Conditions” | Means the terms and conditions applicable to this Procurement as referenced in Section 1, Part C below. |
| “Contract Deliverables” | means the Services and any associated technical data which the winning Tenderer is required to provide under the contract. |
| “Data Protection Legislation” | Means (a) the UK GDPR, the Law Enforcement Directive and any applicable national implementing laws as amended from time to time (b) the DPA 2018 to the extent that it related to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply). |

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| “DPA 2018” | the Data Protection Act 2018. |
| “EIR” | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations. |
| “EU GDPR” | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law. |
| “FOIA” | means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation. |
| “Information Commissioner” | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies. |
| “Invitation to Tender (ITT)” | means this document together with its Schedules and attachments which the Authority sends out to potential Tenderers to initiate participation in the Procurement. |
| “Prime Contractor” | means the single legal entity who will enter into the Contract as named in the Tender. |
| “Procurement” | means the procurement exercise detailed in this Invitation to Tender. |
| “Services” | means the services to be delivered by the winning Tenderer under the Contract. |
| “Specification of Requirements” | means the details of the technical requirements and acceptance criteria of the Contract Deliverables as set out in Schedule 07. |
| “Tender” | means the formal offer that the Tenderer makes to the Authority in response to this ITT. |
| “Tender Submission Deadline” | means the final date by which Tenderers must submit their Tender as set out in Section 2 of this ITT and as may be amended from time to time by the Authority. |
| “Tenderer” | means the single economic operator that submits a Tender in response to this ITT. Where “You” or “Your” is used in this ITT, this means the Tenderer. |
| “UK GDPR” | has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4). |

1.2. Any reference to a statute or statutory provision in this ITT:



- 1.2.1. is a reference to such statute or statutory provision as amended, extended, consolidated or re-enacted from time to time; and
- 1.2.2. includes any subordinate legislation made under that statute or statutory provision, as amended, extended, consolidated or re-enacted from time to time.



PART A: GENERAL

- 1.3. The purpose of this ITT is to invite Tenderers to submit a Tender to meet the Authority's requirement. This document explains and sets out the:
 - 1.3.1. Tender process and timetable for the stages of the Procurement;
 - 1.3.2. Instructions and conditions that govern this Procurement;
 - 1.3.3. Information you must include in your Tender and the required format;
 - 1.3.4. Specification of Requirements;
 - 1.3.5. Arrangements for the receipt and evaluation of Tenders; and
 - 1.3.6. Contract Conditions that shall apply in the event that the Authority awards a contract following this Procurement.
- 1.4. Tenderers acknowledge and agree that nothing contained within this ITT shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement.
- 1.5. Tenderers are responsible for ensuring that they understand the requirements for this Procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, Tenderers should raise a clarification with the Authority in accordance with Section 3 Part I to this ITT.
- 1.6. Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.
- 1.7. The Contract will be run and managed in the spirit of the [Supplier Code of Conduct](#). Suppliers must communicate this to employees, their parent company, subsidiaries and sub-contractors to ensure adherence with this Code.

PART B: DISCLAIMER

- 1.8. Whilst the information contained in this ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith, the Authority does not warrant that this information is comprehensive or that it has been independently verified. Neither the Authority nor its representatives accepts any liability for the information contained in this ITT or any information provided by the Authority relating to this Procurement and shall not be liable for any loss or damage arising as a result of this ITT or any information provided by the Authority relating to this Procurement.
- 1.9. Any Tenderer considering entering into contractual relationships with the Authority should make its own investigations and independent assessment of the Authority's requirement.
- 1.10. This ITT is not a commitment by the Authority to enter into a Contract.

PART C: CONTRACT CONDITIONS

- 1.11. The full text of the Contract conditions is attached at Schedule 06 to this ITT.

PART D: TENDER EXPENSES

- 1.12. The Tenderer shall bear all costs associated with preparing and submitting your Tender. If the Procurement process is terminated, withdrawn or amended by the Authority, the Authority shall not reimburse you for any costs, expenditure, work or effort you have incurred in participating in this Procurement.

PART E: E-TENDERING

- 1.13. The Authority is using e-tendering for this Procurement. Jaggaer is the Authority's e-tendering platform. It can be accessed via your web browser at



<https://uktrade.app.jaggaer.com/web/login.html>. If there is any conflict between the information set out in this ITT and associated documents and the information displayed in the Authority's e-tendering platform (Jaggaer), the information set out in this ITT shall take precedence except for any clarification notices issued by the Authority as part of the formal clarification process via the e tendering platform (Jaggaer).

- 1.14. Unless otherwise stated in this ITT or in writing by the Authority, all communications from Tenderers and the Authority during the Procurement must be made using the Authority's e-tendering platform (Jaggaer). The Authority shall not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through the Authority's e-tendering platform (Jaggaer).
- 1.15. If a Tenderer experiences technical difficulty with the Authority's e-tendering platform (Jaggaer), the Tenderer shall contact the e-tendering platform (Jaggaer) helpdesk at <https://uktrade.app.jaggaer.com/web/login.html>. The Tenderer shall also inform the Authority's contact point, commercialddat@businessandtrade.gov.uk

SECTION 2: KEY DATES

2.1 The key dates for this procurement are currently anticipated to be as follows

| STAGE | DATE AND TIME | INITIATED BY | SUBMIT TO |
|---|--|----------------------|----------------------|
| Contract Notice published on Contracts Finder | 14/8/2024 | The Authority | N/A |
| ITT Publication | 14/8/2024 | The Authority | All Tenderers |
| Deadline for Clarification Questions / Requests for additional information. | 16:00 29/8/2024 | Tenderers | The Authority |
| The Authority issues Final Clarification Questions Answers | 16:00 5/9/2024 | The Authority | All Tenderers |
| Tender Submission Deadline | 16:00 26/9/2024 | Tenderers | The Authority |
| Tender Evaluation | 30/9/2024 – 7/10/2024 | The Authority | N/A |
| Contract Award Notification | 18/10/2024 | The Authority | All Tenderers |
| Standstill Period | Start: 18/10/2024 End: 00:00 28/10/2024 | The Authority | All Tenderers |
| Contract Award | [28/10/2024 | The Authority | The Winning Tenderer |
| Contract Commencement | 01/11/2024 | The Winning Tenderer | N/A |

2.2 The above dates may be subject to change by the Authority. Tenderers shall be informed via the Authority's e-tendering platform (Jaggaer) in the event it is necessary to make amendments to the Procurement timetable.



SECTION 3: TENDER PREPARATION AND SUBMISSION

- 3.1. By submitting a Tender, Tenderers agree:
 - 3.1.1. to be bound by and accept the terms and conditions set out in this ITT; and
 - 3.1.2. that if the Authority accepts the Tender in writing, the Tenderer shall execute the Contract in the form set out in Schedule 06.
- 3.2. The Authority reserves the right to withdraw, suspend, abandon, terminate or amend the Procurement including this ITT at any time. Any amendment to the Procurement including this ITT shall be notified in writing to Tenderers via the Authority's e-tendering platform Jaggaer. The Authority shall reissue the Procurement documents before the Tender Submission Deadline and may, at its discretion or (where applicable) in accordance with the Public Contracts Regulations 2015, extend the Tender Submission Deadline and / or any other stages of the Procurement for amendments.

PART A: TENDERS FOR SELECTED CONTRACT DELIVERABLES

- 3.3. [Tenderers must Tender for all the Contract Deliverables listed in the Specification of Requirements. The Authority reserves the right to reject Tenders where Tenderers have not tendered for all the Contract Deliverables on the basis that the Tender is non-compliant.]

PART B: TENDER VALIDITY

- 3.4. It is a condition of tendering that all Tenderers holds their Tender open for acceptance for [one hundred and twenty (120) calendar days] from the Tender Submission Deadline.
- 3.5. If successful, the winning Tender must remain open for a further thirty (30) calendar days. This period starts on the day the Authority announces its decision to award the Contract to the winning Tenderer in accordance with the Procurement. In the event legal proceedings are instigated, challenging the award of the Contract, prior to the Contract being signed, it is a condition of this ITT that the winning Tenderer holds their Tender open for acceptance during this period and up to fourteen (14) calendar days after the result of the legal proceedings.

PART C: VARIANT TENDERS

- 3.6. A variant Tender is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in this ITT and associated documents or a Tender which seeks to amend or introduce additional or alternative Contract conditions.
- 3.7. The Authority shall not accept or evaluate any variant Tenders for this Procurement and is not inviting any comments or mark-ups of the Contract. A variant Tender shall be deemed a non-compliant Tender and shall be excluded from the Procurement.

PART D: SUBMISSION OF TENDER

- 3.8. Tenders must be uploaded onto Authority's e-Tendering Platform (Jaggaer) by the Tender Submission Deadline. The Authority will reject any Tender received after the Tender Submission Deadline as being non-compliant and such Tender will be excluded from the Procurement. The Authority reserves the right to accept a Tender received after a Tender Submission Deadline, if a Tenderer experiences technical problems when uploading its Tender and notifies the Authority, via the helpdesk on its e-tendering platform Jaggaer at <https://uktrade.app.jaggaer.com/web/login.html>, of these technical problems prior to the Tender Submission Deadline. The Tenderer shall also inform the Authority's contact point commercialddat@businessandtrade.gov.uk

- 3.9. Tenderers must complete all parts of the response form in the Authority's e-tendering platform (Jaggaer) in accordance with the instructions therein. Tenders shall be checked for completeness and only compliant Tenders shall be evaluated.
- 3.10. Tenderers must not exceed stipulated page/word limits or include attachments not requested. The Authority shall disregard attachments which have not been requested and any part of the Tender which goes beyond defined page/word limits.
- 3.11. Samples are not required for this Procurement.
- 3.12. The Tender shall be the single source of information used to evaluate Tenders. The Authority shall only take account of information which is specifically asked for in this ITT.

PART E: PRICING

- 3.13. Prices must be submitted in £GBP, exclusive of VAT.
- 3.14. The Contract shall be awarded as a **firm price** and shall be paid according to the Contract conditions.
- 3.15. The pricing schedule within the Authority's e-Tendering Platform (Jaggaer) identifies the minimum level of information required.
- 3.16. If the Authority believes that any element of pricing submitted is abnormally low, it will conduct a further analysis of the offer in accordance with Regulation 69 of PCR 2015 and may exclude the Tenderer from any further participation in the Procurement.
- 3.17. The Authority reserves the right to seek clarification of any prices submitted in a Tender.
- 3.18. As with any procurement exercise, a Tenderer in submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

PART F: SUB-CONTRACTING

- 3.19. All information that the Tenderer is requested to provide in its Tender must be given in respect of the Prime Contractor.
- 3.20. Where the Tenderers propose to use sub-contractors to deliver some or all of the requirement, the Tenderer must complete the Tenderers Sub-Contracting Information Form at Schedule 01.
- 3.21. The Authority recognises that arrangements in relation to sub-contracting may be subject to change and may not be finalised until a later date. The Tenderer shall inform the Authority immediately via email through the Authority's e-Tendering Platform (Jaggaer - <https://uktrade.app.jaggaer.com/>) of any changes to the supply chain following Tender submission.

PART G: CONSORTIA

- 3.22. Where a Tenderer is submitting a Tender as part of a proposed consortium, the Tenderer must complete the Tenderers Consortium Information Form at Schedule 02.
- 3.23. In accordance with Regulation 19(6) of the Public Contracts Regulations 2015, the Authority may require a successful consortium to form a separate corporate entity.
- 3.24. All members of the consortium shall be required to provide the information required in the Tender as part of a single composite response to the Authority.
- 3.25. The Authority recognises that arrangements in relation to a consortium may be subject to change and may not be finalised until a later date. Tenderers shall Tender on the basis of envisaged arrangements. The Tenderer shall inform the Authority immediately via email through the Authority's e-Tendering Platform (Jaggaer - <https://uktrade.app.jaggaer.com/>) of any changes to the consortium following Tender submission. Section 4 Part C sets out

the rights of the Authority where there are changes to the Tenderer's circumstances following Tender submission.

PART H: CLARIFICATIONS

- 3.26. Tenderers may raise questions or seek clarification regarding any aspect of this Procurement prior to the clarification deadline (as set out in Section 2 to this ITT). The Authority shall respond to all reasonable clarifications submitted prior to the clarification deadline as soon as possible but cannot guarantee a minimum response time.
- 3.27. If a Tenderer believes that a clarification request is commercially sensitive or that publishing the clarification with the Authority's response would reveal confidential information, disclosure of which would be detrimental to the Tenderer, the Tenderer must clearly state that the clarification is sensitive and provide a justification upon submission. If the Authority considers the clarification and response is not commercially sensitive or all Tenderers may benefit from its disclosure, the Authority will notify the Tenderer. The Tenderer shall have [two (2)] working days from the date of the notification from the Authority to withdraw their clarification. If the clarification is not withdrawn the clarification request and the Authority's response will be published to all Tenderers.
- 3.28. The Authority may not respond to a clarification or publish it where the Authority considers that it is exempt from disclosing the requested information under the FOIA (including but not limited to where the response may prejudice the Authority's commercial interests). In such circumstances, the Authority will inform the Tenderer of its view.
- 3.29. The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or request additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond within the timescales specified and/or to provide an adequate response to such a request may result in the Tender being rejected.

PART I: CHANGES TO RESPONSES

- 3.30. Tenderers may modify their submitted Tenders at any time prior to the Tender Submission Deadline. Tenders submitted before the Tender Submission Deadline shall remain unopened until the Tender Submission Deadline or such time thereafter when all Tenders shall be opened together.
- 3.31. Tenderers may withdraw their Tender at any time prior to the Tender Submission Deadline by submitting a notice via the Authority's e-tendering platform (Jaggaer).



SECTION 4 – CONDITIONS OF TENDERING

- 4.1 By issuing this Invitation to Tender or any other procurement documentation, communicating with a Tenderer or any other communication in respect of this Procurement, the Authority shall not be bound to accept any Tender or award any Contract. The Authority reserves the right to:
- 4.1.1 waive or change any of the requirements set out in this ITT or change the Procurement process (including the timetable, structure, or content of the Procurement) from time to time. Any waiver or changes shall be notified in writing via the Authority's e-Tendering Platform (Jaggaer) to all Tenderers;
 - 4.1.2 verify information, seek clarification of any aspect of a Tender and/or request evidence or additional information in respect of a Tenderers submission;
 - 4.1.3 request Tender presentations
 - 4.1.4 disqualify any Tenderer:
 - (a) that does not submit a compliant Tender in accordance with the instructions set out in this ITT;
 - (b) for the provision of false, inaccurate or misleading information;
 - (c) that fails to respond to any clarification from the Authority and/or request for evidence or additional information from the Authority in respect of its Tender;
 - (d) that fails to inform the Authority of any change in the contracting arrangements between Tender submission and Contract award;
 - (e) where there is a change in the contracting arrangements which would result in a breach of procurement law;
 - (f) for any other reason set out elsewhere in this ITT; or
 - (g) for any reason set out in the Public Contracts Regulations 2015;
 - 4.1.5 withdraw, suspend or terminate this ITT/Procurement at any time. Any withdrawal, suspension or termination shall be notified in writing to all Tenderers;
 - 4.1.6 re-invite Tenders on the same or alternative basis;
 - 4.1.7 choose not to award any Contract as a result of the current Procurement
 - 4.1.8 ask for an explanation of the costs or price proposed in a Tender where the Tender appears to be abnormally low.
- 4.2 The Contract shall be entered into when it has been signed by the Authority and the successful Tenderer.
- 4.3 If a serious misrepresentation by the Tenderer induces the Authority to enter into a Contract with the Tenderer:
- 4.3.1 The Tenderer may be excluded from bidding for contracts for three (3) years under Regulation 57(8)(h)(i) of the Public Contracts Regulations 2015;
 - 4.3.2 The Authority may rescind the Contract under the Misrepresentation Act 1967 and may sue the Tenderer for damages; and/or
 - 4.3.3 If fraud, or fraudulent intent, can be proved, the Tenderer 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 your organisation must be excluded from procurement for five years under Regulation 57(1) of the Public Contracts Regulations 2015 (subject to self-cleaning).

PART A: CONFORMING TO THE LAW



- 4.4 Tenderers must comply with all applicable UK legislation and any applicable legislation in a third state, including but not limited to, the UK Competition Act 1998, the UK Bribery Act 2010 and all applicable Data Protection Legislation.
- 4.5 Tenderers' attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation, Tenderers may be disqualified from this Procurement. The Authority reserves the right to refer any suspected breaches of this legislation to the relevant authorities, including but not limited to, the Competition and Markets Authority and the Serious Fraud Office. Any disqualification from the Procurement will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.
- 4.6 The Authority may make further enquiries if the Tenderer is connected with another tender for the same requirement. For example, where the Tenderer either submits a Tender: (i) in the Tenderer's own name and/or as a sub-contractor and/or as a member of a consortium connected with a separate tender; or (ii) in the Tenderer's own name which is similar to a separate tender from another tenderer within the Tenderer's group of companies. This is so the Authority can be sure that the Tenderer's involvement does not cause:
- 4.6.1 Potential or actual conflicts of interest;
 - 4.6.2 Supplier capacity problems; and/or
 - 4.6.3 Restrictions or distortions in competition.
- 4.7 The Authority may require the Tenderer to amend or withdraw all or part of the Tenderer's Tender if, in the Authority's reasonable opinion, any of the issues set out in Paragraph 4.5 have arisen or may arise.
- 4.8 Tenderers' attention is drawn to the Agency Workers Regulations 2010. A successful Tenderer who enters into a Contract with the Authority shall fully indemnify the Authority for any claims instituted in any court or tribunal, the legal costs of defending such claims and reimburse the Authority for any monetary awards given in regards to any actions brought under the Agency Workers Regulations 2010 against the Authority, by any agency worker engaged by the successful Tenderer to perform works or services for the Authority.
- 4.9 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

PART B: INTELLECTUAL PROPERTY RIGHTS

- 4.10 The Tenderer grants the Authority an irrevocable, perpetual, non-exclusive license to copy, amend and reproduce any intellectual property contained within its Tender for the purposes of carrying out this Procurement; complying with the law and any government guidance; and carrying out the Authority's business activities. This license shall also permit the Authority to sub-licence the use of the Tender to its advisers, sub-contractors and other government bodies for the same purposes.

PART C: CHANGES TO A TENDERERS CIRCUMSTANCES

- 4.11 The Authority may:
- 4.11.1 Reject a Tender if there is a subsequent change of identity, control, financial standing or other factor relating to the Tenderer, any consortium member or sub-contractor named in the Tender throughout any point during this Procurement;
 - 4.11.2 Revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderer's circumstances; or



- 4.11.3 Require a Tenderer to certify that there has been no material change to the information submitted in their Tender at any point during this Procurement. Failure to do so, may result in the exclusion of the Tenderer from further participation in the Procurement on the grounds of non-compliance.
- 4.12 The Tenderer must notify the Authority via email through the Authority's e-Tendering Platform, Jaggaer, (<https://uktrade.app.jaggaer.com/>) of any material changes to the information submitted in their Tender.

PART D: CONFIDENTIALITY

- 4.13 The contents of this ITT, associated documents and information provided by the Authority are provided on condition that they remain the property of the Authority and are kept confidential (including the fact that the Tenderer has received this ITT). The Tenderer shall take all necessary precautions to ensure that they remain confidential and are not used or disclosed, save as described below.
- 4.14 Tenderers may use information relating to the Procurement or disclose such information to their advisers and sub-contractors in the following circumstances:
- 4.14.1 disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - 4.14.2 the Authority gives prior consent in writing to the disclosure; or
 - 4.14.3 the Tenderer is legally required to disclose the information.
- 4.15 When providing details as part of a Tender, Tenderers agree to waive, or procure the waiver from any relevant third party of, any contractual or other confidentiality rights and obligations associated with these details.
- 4.16 The Authority reserves the right to, but is not obliged to, contact any named customer contact given as a reference or otherwise referred to as part of a Tender. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 4.17 Subject to Section 4 Part E to this ITT, the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact.
- 4.18 In addition to the provisions of Section 4 Part E to this ITT, Tenderers agree and acknowledge that the Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's Tender evaluation.

PART E: PUBLICITY ANNOUNCEMENTS, TRANSPARENCY, FREEDOM OF INFORMATION AND ENVIRONMENTAL REGULATIONS

- 4.19 Tenderers acknowledge that there may be circumstances in accordance with the FOIA and the EIR where the Authority may be required to disclose information submitted to it by a Tenderer, in addition to any other transparency obligation identified within this ITT. If a Tenderer considers any information to be commercially sensitive or of a confidential nature, then Tenderers must complete the Tenderers Commercially Sensitive Information Form (Schedule 03). The Authority will, where practicable, consult the Tenderer before publishing or disclosing information submitted to it by the Tenderer under the FOIA, the EIR or any other transparency obligation of the Authority to establish whether an exemption may apply.
- 4.20 If a Tenderer receives a request for information relating to this Procurement under the FOIA or the EIR during the Procurement, this should be immediately passed on to the

Authority and the Tenderer should not respond to the request without first consulting the Authority.

- 4.21 Tenderers must be aware that the Authority shall publish notification of the Contract award and shall publish the contents of any resultant Contract. Before publishing the Contract, the Authority shall redact any information which is exempt from disclosure under the FOIA and/or the EIR. Information exempt from publication could include information which would hinder law enforcement; would otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of any person.
- 4.22 No Tenderer shall undertake any publicity activities or make any announcements in relation to this Procurement (including announcements relating to the award of the Contract) without the prior written agreement of the Authority, including the format and content of any publicity. Tenderers should not, before the Authority has announced the outcome of the Procurement, disclose or make any statement, which confirms that they have submitted a Tender for this Procurement.
- 4.23 All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the Procurement. Tenderers consent to these terms as part of the Procurement.

PART F: CONFLICT OF INTEREST

- 4.24 You must inform the Authority immediately of any Conflict of Interest (COI) that has arisen or that arises at any point during this Procurement. Tenderers must remain alert to COI and update the Authority if any new circumstance or information arises or changes. Failure to do so and/or to manage COI effectively may result in a Tenderer's disqualification from this Procurement.
- 4.25 Tenderers must declare to the Authority the appointment of civil servants in the previous two years, what their roles and responsibilities are, and whether they would be involved in submission of the Tender. This also applies to staff currently seconded or that was seconded into the civil service, by the Supplier in the previous two years.
- 4.26 Where there is an existing or potential COI, Tenderers must include a statement with their completed Selection Questionnaire (Schedule 05) detailing how the COI will be managed. As a minimum, Tenderers' COI statements must include:
- 4.26.1 Details of the COI;
 - 4.26.2 Roles and responsibilities of the individuals who will manage the COI;
 - 4.26.3 Standards for integrity and fair dealing;
 - 4.26.4 Levels of access to and protection of competition sensitive information;
 - 4.26.5 Confidentiality/non-disclosure agreements;
 - 4.26.6 The Authority's rights of audit; and
 - 4.26.7 Physical and managerial separation.
- 4.27 The Authority reserves the right to exclude the Tenderer from further participation in the Procurement if:
- 4.27.1 the Tenderer does not inform the Authority about a known COI; or



- 4.27.2 the Authority considers that the Tenderer's COI statement does not include adequate measures to effectively prevent or remedy the COI.
- 4.28 In the event a Tender is accepted, any COI statements shall become part of the Contract and shall be legally binding.

PART G: STANDSTILL

- 4.29 The Authority is obliged under certain circumstances to allow a space of ten (10) clear calendar days between the date of dispatch of notice of the Contract award decision to Tenderers and the date of entering into a Contract, known as the standstill period. The standstill period ends at midnight at the end of the 10th day after the date the Contract award notification letters have been issued to all Tenderers. Where this is not a working day, this will extend to midnight at the end of the next working day.

PART H: CYBER ESSENTIALS

- 4.30 The Cyber Essentials Scheme (CES) has been a mandatory requirement for suppliers with Government contracts involving sensitive or personal information since 01 October 2014. Tenderers can view details of the CES at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>. Suppliers shall hold cyber essentials certification as a minimum on all Government contracts awarded which include the processing of personal data and/or information at the Official level of the Government Protective Marking Scheme.
- 4.31 The Authority has conducted a cyber risk assessment to identify the level of cyber risk to the Authority's requirement. It has been identified that Cyber Essentials Plus is required.
- 4.32 Where the Prime Contractor intends to sub-contract any part of the requirement, the minimum cyber security requirements, as set out in paragraph 4.30, must be transferred through the supply chain. No sub-contract can be awarded until the sub-contractor has demonstrated to the Prime Contractor that it has met the minimum standards required.
- 4.33 The winning Tenderer shall only be awarded the Contract if they are able to demonstrate they have been certified or can be certified to the minimum cyber security standards, as set out in paragraph 4.31, upon Contract commencement. Tenderers must demonstrate in their completed Selection Questionnaire (Schedule 05) how this will be achieved or provide evidence of current certification.

PART I: TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

- 4.34 The attention of Tenderers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). It is the Authority's view that TUPE is not likely to apply if this Procurement results in a Contract being awarded. However, the Authority is not liable for this opinion and Tenderers should determine for themselves whether or not they believe that TUPE will apply. The Authority's view is based on the fact that the required Services are currently being provided by a supplier but the supplier has confirmed that there is no organised grouping of employees delivering those services. The Authority expects Tenders to be made on the basis that TUPE does not.
- 4.35 It is the responsibility of Tenderers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contract and to act accordingly. Notwithstanding paragraph 4.34 above, the Authority makes no representations or warranties as to the applicability of TUPE to this Procurement. The Tenderer is encouraged to carry out its own due diligence exercise.

- 4.36 If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, by raising a clarification in accordance with Section 3 Part I to this ITT.

SECTION 5 – TENDER EVALUATION

PART A: TENDER EVALUATION CRITERIA

- 4.37 Tenders shall be evaluated by a panel appointed by the Authority. Each panel member shall undertake an independent evaluation. There shall be one (1) commercial officer evaluating the commercial and the price breakdown, one (1) commercial officer and two (2) technical experts evaluating the social value criteria and a minimum of three (3) technical experts evaluating the quality criteria. Once complete, a moderation meeting shall be held where the panel shall reach a consensus on the results.
- 4.38 Tenders shall be evaluated using the Best Technically Affordable methodology.
- 4.39 The department has published its budget (as per the invite letter at the front of this document pack) for this opportunity. Tenders received shall firstly be received on a pass/fail basis with regards to falling within the stated budget. Tenders which receive a 'Fail' will be excluded from further participation in the Procurement
- 4.40 Those Tenders that receive a 'pass' are then evaluated in line with the quality evaluation detailed below (4.45), and the contract is then awarded to the supplier who achieves the highest quality score.

The quality and social value shall be calculated to two decimal places.

- 4.41 The MEAT ratio for this Tender is as follows:

| <u>Award Criteria</u> | <u>Weighting</u> |
|------------------------------|-------------------------|
| Commercial | Pass/Fail |
| Quality | 90% |
| Social Value | 10% |

- 4.42 Any non-weighted elements shall be evaluated as pass / fail and any. Tenders which receive a 'Fail' will be excluded from further participation in the Procurement
- 4.43 For weighted quality and social value elements, the following scoring methodology shall be applicable. Tenderers who score a mark of two (2) or below against any weighted quality or social value element will be excluded from further participation in the Procurement.

| <u>Score</u> | <u>Quality</u> | <u>Description</u> |
|---------------------|-----------------------|---|
| 0 | No evidence | No evidence provided that the Tender meets the requirement. No confidence that the Tenderer can meet the requirement. |
| 1 | Poor Response | Very limited evidence provided to support that the Tender meets the requirement, with major concerns leading to the conclusion of a very low level of |

| | | |
|---|---------------------|---|
| | | confidence that the Tenderer can meet the requirement. |
| 2 | Minimal Response | Limited evidence to support that the Tender meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement. |
| 3 | Acceptable Response | Acceptable evidence provided to support that the Tender meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the Tenderer can meet the requirement. |
| 4 | Good Response | Good evidence provided to support that the Tender meets the entire requirement leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement. |
| 5 | Excellent Response | Comprehensive evidence provided to support that the Tender fully meets and/or exceeds the requirement, leading to the conclusion of a very high level of confidence that the Tenderer can meet the requirement. |

4.44 Weighting values indicate the relative importance of the question in the overall evaluation. The score for each weighted element shall be calculated as follows:

$$\text{Weighted Score} = \frac{\text{Weighting Value}}{\text{Maximum Mark Available (5)}} \times \text{Mark Achieved}$$

For example, if a Tenderer achieves a mark of 4 on a weighted element with a weighting value of 15% then the total weighted score for that weighted element shall be calculated as follows:

$$\frac{\text{Weighted Value (15\%)} \times \text{Mark Achieved (4)}}{\text{Maximum Mark Available (5)}} = \text{Weighted Score (12\%)}$$

4.45 All weighted quality and social value scores that are not whole numbers will be rounded to two decimal places.

4.46 The total weighted quality and social value score shall be calculated by adding together all of the Tenderer's weighted scores for their quality and social value submissions respectively.

4.47 Tenderers shall not cross-refer to answers given elsewhere in a Tender. The Authority shall not have regard to any information given elsewhere in a Tender which has been cross-referred to in an answer. Tenderers shall answer each question so that it acts as a stand-alone answer. Tenderers may need to repeat certain information in answer to different questions if required.

PART C: TOTAL SCORE

- 4.48 The total weighted score for each Tender shall be calculated by adding together the Tenderer's total weighted scores for their quality and social value submissions.
- 4.49 In the event of a tie break (where two or more top scoring Tenderers have the same total score including price and] quality and social value, the Authority shall select from amongst those Tenderers, the Tender with the [highest weighted score for their **lowest price**.
- 4.50 If this still results in a tie break, the Authority shall select from amongst those tie break Tenderers, the Tender with the highest weighted score for the below quality criteria, in the exact listed order until a highest scoring Tenderer is identified.
- 4.50.1 A07
 - 4.50.2 A08
 - 4.50.3 A09
- 4.51 In the event that the Authority cannot for any reason award the Contract to the highest scoring Tenderer, the Authority reserves the right to award the Contract to the next highest scoring Tenderer.

PART B: TENDER EVALUATION MATRIX

- 4.52 The below table summarises the sub-weightings for the quality [,] [and] price [and **social value**] elements of the evaluation criteria.

| Quality | 90% |
|--------------------------------------|-----------|
| A01: Download Capability | Pass/Fail |
| A02: Customised Uploads | Pass/Fail |
| A03: Automatic Rights | Pass/Fail |
| A04: Platform Accessibility | Pass/Fail |
| A05: Training Sessions | Pass/Fail |
| A06: Helpdesk | Pass/Fail |
| A07: Financial and Business Profiles | 14% |
| A08: Data Universe | 14% |
| A09: Customised Reports Capability | 14% |
| A10: Added Value | 5% |
| A11: Research Methodologies | 10% |
| A12: Company Experience | 8% |
| A13: Platform Searches | 13% |
| A14: Access Model | 12% |
| A15: Social Value | 10% |
| Price | Pass/Fail |

4.53 Tenderers must comply with the requirements set out in Paragraphs 3.10 of this ITT.

4.54 Evaluation of Tenders shall comprise of the following:

| <u>Item</u> | | <u>Evaluation Criteria</u> | <u>Question Scoring / Weighting</u> | <u>Comments</u> |
|---------------------|--|--|-------------------------------------|---|
| Commercial Criteria | | | | |
| 1 | Form of Tender Schedule 04 | Tenderers shall print, sign, scan and upload the declaration into Jaggaer or sign the declaration in Jaggaer, along with your Tender submission. | Pass/ Fail | Please upload response with the file name "[Insert Company Name]-Form of Tender". |
| 2 | Selection Questionnaire | This stage is designed to select Tenderers who are capable of meeting the requirement. | Pass/ Fail | Please upload response with the file name "Insert Company Name" |
| 3 | Acceptance of Terms and Conditions | Tenderers must confirm that they accept the terms and conditions of the Contract in the form set out in Schedule 06 to this ITT without amendment. | Pass/Fail | Please upload response with the file name "[Insert Company Name]-Acceptance of T&Cs". |
| 4 | Confirmation that the Tenderer has Cyber Essentials Plus]certification, or evidence that the Tenderer will achieve such certification prior to Contract commencement | Tenderers must upload a copy of their Cyber Essentials [Plus] certification or provide evidence that they will achieve such certification prior to Contract commencement, to Jaggaer as an attachment. | Pass/Fail | Please upload response with the file name "[Insert Company Name]-Cyber Essentials".] |
| 5 | Completion of Schedule 01 | Tenderers shall (where applicable) upload completed Schedule 01 (Tenderer's Sub-contracting Information Form) to Jaggaer as an attachment. | For information | Please upload response with the file name "[Insert Company Name]-Schedule 01". |
| 6 | Completion of Schedule 02 | Tenderers shall (where applicable) upload | For information | Please upload response with |



| | | | | |
|------------------|---------------------------|---|-----------------|---|
| | | completed Schedule 02 (Tenderers Consortium Information Form) to Jaggaer as an attachment. | | the file name "[Insert Company Name]-Schedule 02". |
| 7 | Completion of Schedule 03 | Tenderers shall (where applicable) upload completed Schedule 03 (Commercially Sensitive Information Form) to Jaggaer as an attachment. | For information | Please upload response with the file name "[Insert Company Name]-Schedule 03". |
| Quality Criteria | | | | |
| 8 | A01: Download Capability | The service must provide the capability to download full reports and/or build customisable reports in Excel and Word and/or other appropriate formats. | Pass/Fail | In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criteria, the Authority shall exclude the Tenderer from any further participation in the competition |
| 9 | A02: Customised Uploads | Does your database allow the upload of customised lists? | Pass/Fail | In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criteria, the Authority shall exclude the Tenderer from any further participation in the competition |
| 10 | A03: Automatic Rights | The tool must provide DBT with automatic rights to share the extracted data, graphs and outputs (within copyright limitations) used to produce reports with an internal audience, | Pass/Fail | In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criteria, the |



| | | | | |
|----|-----------------------------|--|-----------|---|
| | | <p>external client companies, and third-parties such as Local Government partners and intermediaries, where necessary for shared project working.</p> <p>The agreement must allow for nominated staff from third-party suppliers contracted by DBT to support delivery of its investment support services to be able to access the product in the course of ordinary business, exclusively to support the delivery of their DBT contract.</p> <p>The licence must allow for use in marketing materials, some of which may be hosted on DBT's international website www.great.gov.uk.</p> <p>Any DBT produced material utilising the extracted data will credit the data/information to the service provider.</p> | | Authority shall exclude the Tenderer from any further participation in the competition |
| 11 | A04: Platform Accessibility | The platform must be accessible 24/7 (excluding essential maintenance downtime). | Pass/Fail | In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criteria, the Authority shall exclude the Tenderer from any further participation in the competition |
| 12 | A05: Training Sessions | The subscription must include a minimum of three (3) training sessions | Pass/Fail | In the event of a Tenderer failing to meet |



| | | | | |
|----|--------------------------------------|--|-----------|---|
| | | to be delivered at DBT HQ or via webinar, as requested by the Authority. | | the requirements of a mandatory pass/fail criteria, the Authority shall exclude the Tenderer from any further participation in the competition |
| 13 | A06: Helpdesk | The subscription must include a service support helpdesk. | Pass/Fail | In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criteria, the Authority shall exclude the Tenderer from any further participation in the competition. |
| 14 | A07: Financial and Business Profiles | <p>Please provide detail on how your service provides financial and business company profiles, including areas such as;</p> <ul style="list-style-type: none">• Business Industry• Full Financials• Employee Numbers• Ownership• Key Contacts• Website• News Stories | 14% | <p>Please upload response with the file name "[Insert Company Name]-A07".</p> <p>Responses must be limited to 250 words, with 11pt Arial text. The pages that are over the above limit will not be evaluated.</p> |
| 15 | A08: Data Universe | Please provide detail on your data universe including: | 14% | Please upload response with the file name "[Insert |



| | | | | |
|----|------------------------------------|---|-----|---|
| | | <ul style="list-style-type: none">• Number of Companies• Size of Companies• Geographic spread of companies | | Company Name]-A08". Responses must be limited to 250 words, with 11pt Arial text. The pages that are over the above limit will not be evaluated. |
| 16 | A09: Customised Reports Capability | <p>Please provide detail on how your service provides capability to customise reports and extract lists of companies using defined search parameters including:</p> <ul style="list-style-type: none">• Business Industry• Turnover/Revenue• Employee Numbers• Location (including whether by Registered office or Trading Address)• Foreign Ownership (e.g. ability to create a list of companies based on country of Global Ultimate Owner and Shareholder) | 14% | <p>Please upload response with the file name "[Insert Company Name]-A09".</p> <p>Responses must be limited to 350 words, with 11pt Arial text. The pages that are over the above limit will not be evaluated.</p> |
| 17 | A10: Added Value | <p>Please provide detail on how else your service can provide added value, including areas such as:</p> <ul style="list-style-type: none">• News stories• Credit risk reports• Export and import data• M&A, VC or cross-border data | 5% | <p>Please upload response with the file name "[Insert Company Name]-A10".</p> <p>Responses must be limited</p> |



| | | | | |
|----|-----------------------------|--|-----|---|
| | | <ul style="list-style-type: none">Detailed shareholder and ownership trees (including percentage foreign-owned)Cross-checking of Sanctions listsDifferent geographic mapping functionalities that your service providesHow your service allows for the segmentation of company data | | to 350 words, with 11pt Arial text. The pages that are over the above limit will not be evaluated. |
| 18 | A11: Research Methodologies | Please provide detail on what research methodologies are used to ensure that your market intelligence service is accurate, contains credible sources and is up-to-date. | 10% | <p>Please upload response with the file name “[Insert Company Name]-A11”.</p> <p>Responses must be limited to 250 words, with 11pt Arial text. The pages that are over the above limit will not be evaluated.</p> |
| 19 | A12: Company Experience | Please provide detail on your company’s experience of providing company data for purposes similar to those outlined in this requirement over the last five years | 8% | <p>Please upload response with the file name “[Insert Company Name]-A12”.</p> <p>Responses must be limited to 250 words, with 11pt Arial text. The pages that are over the above limit</p> |



| | | | | |
|----|------------------------|---|-----|---|
| | | | | will not be evaluated. |
| 20 | A13: Platform Searches | <p>Outline how your platform will allow searches, views and downloads.</p> <p>Note: Credit- based models will be capped at a score of 2. Unlimited models for searches, views and downloads will score 5.</p> | 13% | <p>Please upload response with the file name “[Insert Company Name]-A13”.</p> <p>Responses must be limited to 250 words, with 11pt Arial text. The pages that are over the above limit will not be evaluated.</p> |
| 21 | A14:Access Model | <p>Outline your access model for numbers of total users and total of concurrent users.</p> <p>For example: 15 concurrent users or 50 individual users</p> | 12% | <p>Please upload response with the file name “[Insert Company Name]-A14”.</p> <p>Responses must be limited to 250 words, with 11pt Arial text. The pages that are over the above limit will not be evaluated.</p> |
| 22 | A15 Social Value | <p>Describe the commitment your organisation makes to the following Social Value policy outcomes: Both are valued at 5%</p> <p>1. Fighting climate change effective</p> | 10% | <p>Please upload response with the file name “[Insert Company Name]-A15”.</p> |



| | | | | |
|--|--|--|--|---|
| | | <p>stewardship of the environment</p> <p>Effective measures to deliver any/all of the following benefits through the contract:</p> <ul style="list-style-type: none">- Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.- Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement. <p>2. Tackle workforce inequality</p> <ul style="list-style-type: none">- Effective measures to deliver any/all of the following benefits through the contract: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. | | <p>Responses must be limited to x2 A4 sides. The pages that are over the above limit will not be evaluated.</p> |
|--|--|--|--|---|



| | | | | |
|-------|--------------|---|-----------|---|
| | | - Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract. | | |
| Price | | | | |
| | B01: Pricing | The Tenderer must submit a completed pj_3286 - Appendix 1 – Pricing document | Pass/Fail | Please upload response with the file name “[Insert Company Name]-Pricing Schedule”. |



SCHEDULE 01 – TENDERERS SUB-CONTRACTING INFORMATION FORM

| Contract Ref No | | | | |
|---|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | [insert name of sub-contractor] | [insert name of sub-contractor] | [insert name of sub-contractor] | [insert name of sub-contractor] |
| Is the sub-contractor a Small Medium Sized Enterprise (SME) | | | | |
| Percentage of work being delivered by sub-contractor | | | | |
| The key Contract Deliverables each sub-contractor will be responsible for | | | | |
| Any other information | | | | |

SCHEDULE 02 – TENDERERS CONSORTIUM INFORMATION FORM

| Contract Ref No | |
|---|--|
| Lead member of consortium who will be contractually responsible for delivery of the Contract | |
| Consortium Members | |
| Are any of the consortium members a Small Medium Sized Enterprise (SME) | |
| If the consortium is proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority | |
| If the consortium is not proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority | |
| Any other information | |

SCHEDULE 03 – TENDERERS COMMERCIALY SENSITIVE INFORMATION FORM

| | |
|---|---|
| Contract Ref No | |
| Description of Supplier's Commercially Sensitive Information | |
| Cross reference(s) to location of sensitive information | |
| Explanation of sensitivity | |
| Details of potential harm from disclosure | |
| Period of confidence | |
| Contact details for Transparency/FOI matters | Name: Position: Address: Telephone Number: Email Address: |

SCHEDULE 04 – FORM OF TENDER

| | |
|---|------------------|
| To be returned by [insert time] by [insert date]. | |
| [insert company name] | [insert address] |
| [insert point of contact] | |
| [insert email address] | |
| [insert telephone number] | |
| ITT: [Insert Reference Number and Title] | |
| <p>Interpretation</p> <p>1. Except where specified or the context otherwise requires, capitalised expressions in this Form of Tender shall have the meaning given to them in the definitions of the ITT.</p> <p>Declarations</p> <p>2. We (the Tenderer named above) have examined the ITT and hereby offer to provide the Services as specified in the ITT and in accordance with the ITT to the Authority upon signature of contract for the period specified in the ITT.</p> <p>3. If this Tender is accepted, we will execute the Contract in the form attached to the ITT in Schedule 06 and any other documents required by the Authority following the end of the standstill period, if applicable.</p> <p>4. We accept the terms and conditions of tendering set out in the ITT.</p> <p>5. We agree that:</p> <ul style="list-style-type: none"> a) pursuant to the Electronic Identification Regulation (EU) 910/2014 and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system; b) we are legally bound to comply with the confidentiality provisions set out in the ITT; c) any other terms or conditions or any general reservation which may be provided in any correspondence sent by us in connection with this Procurement shall not form part of this Tender without the prior written consent of the Authority; d) the Tender shall be open for acceptance for 120 days from the closing date for the submission of Tenders specified in the ITT and, if successful, the Tender shall remain open for the period specified in Section 3 Part B Paragraph 3.4-3.5 of the ITT; and e) the Authority may disclose our information and documents (submitted to the Authority during the Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. <p>6. We confirm that:</p> | |

| | |
|--|--|
| <p>a) there are no circumstances affecting our organisation which could give rise to an actual or potential Conflict of Interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or</p> <p>b) if there are or may be such circumstances giving rise to an actual or potential Conflict of Interest, we have disclosed this in full to the Authority.</p> | |
| <p>7. We undertake and it shall be a condition of the Contract that:</p> <p>a) the amount of our Tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Authority;</p> <p>b) we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and</p> <p>c) we have not made arrangements with any other party about the form or content of our Tender, whether or not they may submit a Tender, or the form or content of their Tender, except for the purposes of forming a consortium.</p> | |
| <p>I warrant that I am authorised to sign this Tender for and on behalf of the Tenderer and confirm that we have complied with all the requirements of the ITT.</p> | |
| Signed | |
| Print Name | |
| Dated | |
| In the Capacity of | |
| Authorised to sign Tender for and on behalf of | |

SCHEDULE 05 – SELECTION QUESTIONNAIRE

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that one of the grounds for exclusion apply⁷. If any of the grounds for exclusion do apply, there is an opportunity to explain any measures you have taken to demonstrate your reliability notwithstanding the existence of a ground for exclusion (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds.

We require all the organisations that form part of your bidding group/consortium and each sub-contractor that you are relying on to meet the selection criteria to provide a completed part 1 and part 2. This means that where you are joining a group of organisations, including joint

ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria, must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the Authority via its e-tendering platform (Jaggaer) along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group/ (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the group/consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to exclude you from the procurement process, including where an award decision has already been notified, and award to another supplier.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Pj3286 – Supply of Global Company Data

Invitation to Tender

Open Procedure

Notes for completion

1. The “Authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex, specifying Your name, the question number and the additional information.
4. The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every member of your bidding group/consortium, and any sub-contractor that is being relied on to meet the selection criteria must complete and submit the self-declaration.
6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
 - members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.



- the second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers of representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.
7. For part 1 and part 2 every member of your bidding group/consortium, and any sub-contractors that is being relied on to meet the selection criteria, must complete and submit the self-declaration⁸.
 8. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.
 9. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Authority is under a legal or regulatory obligation to make such a disclosure.
 10. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in Schedule 1 of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, read the terms and email publicprocurementreview@cabinetoffice.gov.uk or phone 0345 010 3503.

Part 1: Your Information and the Bidding Model

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection criteria must complete and submit the part 1 and part 2 self-declaration.

| Section 1 | Your Information | |
|-----------------|---|---|
| Question number | Question | Response |
| 1.1(a) | Name (if registered, please give the registered name) | |
| 1.1(b) – (i) | Registered office address (if applicable) or head office address | |
| 1.1(b) – (ii) | Registered website address (if applicable) | |
| 1.1(c) | Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status) | |
| 1.1(d) | Date of registration (if applicable) or date of formation | |
| 1.1(e) | Registration number (company, partnership, charity, etc. if applicable). | |
| 1.1(f) | Registered VAT number. | |
| 1.1(g) - (i) | Are you registered with the appropriate professional or trade register(s) specified for this procurement in the | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |



| | | |
|---------------|--|--|
| | Member State where your organisation is established? | |
| 1.1(g) - (ii) | <p>If you responded yes to 1.1(g) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide</p> <ul style="list-style-type: none">– the website address– issuing body– reference number | |
| 1.1(h) - (i) | <p>For procurements for services only, is it a legal requirement in the country where you are established for you to:</p> <ul style="list-style-type: none">a) possess a particular authorisation, orb) be a member of a particular organisation, <p>to provide the requirements specified in this procurement?</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 1.1(h) - (ii) | <p>If you responded yes to 1.1(h) - (i), please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number.</p> | |
| 1.1(i) | <p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> | |



| | | |
|---------|---|---|
| | <p>a) Voluntary Community Social Enterprise (VCSE).</p> <p>b) Sheltered Workshop.</p> <p>c) Public service mutual.</p> | |
| 1.1(j) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.1 (k) | <p>Details of Persons with Significant Control (PSC), where appropriate:</p> <ul style="list-style-type: none">– Name– Date of birth– Nationality– Country, state or part of the UK where the PSC usually lives– Service address– The date he or she became a PSC in relation to the company;– Which conditions for being a PSC are met:<ul style="list-style-type: none"><input type="checkbox"/> Over 25% up to (and including) 50%<input type="checkbox"/> More than 50% and less than 75%<input type="checkbox"/> 75% or more <p>(Please enter N/A if not applicable)</p> | |



| | | |
|--------|--|--|
| 1.1(l) | <p>Details of your immediate parent company:</p> <ul style="list-style-type: none">– Full name of immediate parent company– Registered or head office address– Registration number (if applicable)– VAT number (if applicable) <p>Please enter N/A if not applicable)</p> | |
| 1.1(m) | <p>Details of ultimate parent company:</p> <ul style="list-style-type: none">– Full name of ultimate parent company– Registered or head office address– Registration number (if applicable)– VAT number (if applicable) <p>(Please enter N/A if not applicable)</p> | |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above).

Please provide the following information about your approach to this procurement:

| Section 1 (cont.) | Bidding Model | |
|----------------------|--|----------|
| Question number | Question | Response |
| 1.2 | Please indicate if you are bidding as a single supplier or as part of a group or consortium? | |



| | | |
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| | <p><i>If you are bidding as a single supplier, please go to Q 1.3.</i></p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a sub-contractor), please tell us:</p> <ul style="list-style-type: none">a) The name of the group/consortium.b) The proposed structure of the group/consortium, including the legal structure where applicable.c) The name of the lead member in the group/consortium.d) Your role in the group/consortium (e.g. lead member, consortium member, sub-contractor).e) If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and | |
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| | | |
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| | professional ability?) and, if so, which criteria you are relying on them for? | |
| 1.3 | <p>If you are proposing to use sub-contractors please provide the details for each sub-contractor¹.</p> <ul style="list-style-type: none"> – Name – Registration number – Registered or head office address, – Trading status <ul style="list-style-type: none"> a) Public limited company b) Private limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other (please specify your trading status) – Registered VAT number – SME (Yes/No) | |

¹ This applies to all supply chain members and/or sub-contractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or sub-contractor has been identified in response to this question, any resulting sub-contract entered into with that sub-contractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the sub-contracting opportunity, as set out in PPN 01/18.

| | | |
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| | <ul style="list-style-type: none"> – The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables - if known – The approximate % of contractual obligations assigned to each sub-contractor, if known – Is the sub-contractor being relied upon to meet the selection criteria (i.e. are you relying on the sub-contractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for? | |
| 1.4 | <p>Lots</p> <p>Where applicable, please tell us which lot(s) you wish to bid for?</p> | Answer |

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including sub-contractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.

| Section 2 | Grounds for mandatory exclusion | |
|-----------------|---------------------------------|-------------|
| Question Number | Question | Declaration |



| | | |
|--------|---|--|
| 2.1(a) | <p>Within the past five years, anywhere in the world, have you or any person who:</p> <ul style="list-style-type: none">• is a member of the supplier's administrative, management or supervisory body or• has powers of representation, decision or control in the supplier, <p>been convicted of any of the offences within the summary below and listed in full in Annex A?</p> | |
| | Participation in a criminal organisation. | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Corruption. | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Terrorist offences or offences linked to terrorist activities | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Money laundering or terrorist financing | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Child labour and other forms of trafficking in human beings | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| | Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction <u>outside</u> England, Wales or Northern Ireland. | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |

| | | |
|------------------|--|--|
| | Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland. | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |
| 2.1(b) | <p>If you have answered yes to any part of question 2.1(a), please provide further details, including:</p> <ul style="list-style-type: none"> • date of conviction and the jurisdiction, • which of the grounds listed the conviction was for, • the reasons for conviction, • the identity of who has been convicted. <p>If the relevant documentation is available electronically please provide:</p> <ul style="list-style-type: none"> • the web address, • issuing authority, • precise reference of the documents. | |
| 2.1(c) | If you have answered yes to any part of the question above please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self cleaning). | |
| Section 3 | Mandatory and discretionary grounds relating to the payment of taxes and social security contributions | |



The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out in Annex A, and should be referred to before completing these questions.

| Question Number | Question | Declaration |
|-----------------|--|--|
| 3.1(a) | <p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.</p> <p>If documentation is available electronically please provide:</p> <ul style="list-style-type: none">• the web address,• issuing authority,• precise reference of the documents | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 3.1(b) | <p>If you have answered no to 3.1(a) please provide further details including the following:</p> <ul style="list-style-type: none">• Country concerned,• what is the amount concerned• how the breach was established, i.e. through a judicial or administrative decision or by other means.• if the breach has been established through a judicial or administrative decision please provide the date of the decision, | |



| | | |
|-----|--|---|
| | <ul style="list-style-type: none"> if the breach has been established by other means please specify the means. | |
| 3.2 | Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines. | Yes <input type="checkbox"/> No <input type="checkbox"/> |

Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions

| Section 4 | | Grounds for Discretionary Exclusion |
|---|---|---|
| The detailed grounds for discretionary exclusion of an organisation are set out in Annex A and should be referred to before completing these questions. | | |
| Question number | Question | Declaration |
| 4.1 | Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full in Annex A applied to you? | |
| 4.1(a) | Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations. See Annex A. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(b) | Breach of social law obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(c) | Breach of labour law obligations? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(d) | Bankruptcy or subject of insolvency? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(e) | Guilty of grave professional misconduct? | Yes <input type="checkbox"/> No <input type="checkbox"/> |



| | | |
|----------------|--|---|
| 4.1(f) | Distortion of competition? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(g) | Conflict of interest? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(h) | Been involved in the preparation of the procurement procedure? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(i) | Prior performance issues? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(j) | Do any of the following statements apply to you? | |
| 4.1(j) - (i) | You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(j) - (ii) | You have withheld such information | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(j) - (iii) | You are not able, without delay, to submit documents if/when required under Regulation 59. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.1(j) - (iv) | You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4.2 | You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million. | |



| | | |
|-----|--|--|
| | <p>If you are a relevant commercial organisation please -</p> <ul style="list-style-type: none">• confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.• confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54. | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 4.3 | <p>If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning)</p> | |

Part 3: Selection Questions

| Section 5 | Economic and Financial Standing | |
|-----------------|--|----------|
| Question Number | Question | Response |
| 5.1 | <p>If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:</p> <ul style="list-style-type: none">• the web address• issuing authority• precise reference of the documents | |
| 5.2 | <p>If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the</p> | |



| | | |
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| | <p>last two years (audited if required by law).</p> <p>Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).</p> <p>If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.</p> | |
| 5.3 | | |
| 5.3(a) | <p>A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p> | |
| 5.3(b) | <p>Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p> | |
| 5.4 | <p>Where we have specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |

| | | |
|------------------------|--|-----------------|
| | procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out. | |
| Section 6 | Technical and Professional Ability | |
| Question Number | Question | Response |
| 6.1 | <p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a sub-contractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/sub-contractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or sub-contractors (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>For each contract please provide the following information</p> <p>If you cannot provide examples see question 6.2</p> | |

| | | | |
|--|-------------------|-------------------|-------------------|
| | Contract 1 | Contract 2 | Contract 3 |
|--|-------------------|-------------------|-------------------|

| | | | |
|--|--|--|--|
| Name of customer organisation who signed the contract | | | |
| Name of supplier who signed the contract | | | |
| Point of contact in the customer's organisation | | | |
| Position in the customer's organisation | | | |
| E-mail address | | | |
| Description of contract. | | | |
| Contract Start date. | | | |
| Contract completion date. | | | |
| Estimated contract value | | | |

| | |
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| 6.2 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract. |
| 6.3 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s). The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes). |
| Section 7 | Additional Questions including Project Specific Questions |
| Suppliers who self-certify that they meet the requirements of the following questions will be required to provide evidence of this if they are successful at Contract award stage. | |
| Question Number | Question |
| 7.1 | Insurance Please confirm whether you already have, or can |



| | | |
|--------|--|---|
| | <p>commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance* = Five Million Pounds Sterling (£5,000,000)</p> <p>Public Liability Insurance = Five Million Pounds Sterling (£5,000,000)</p> <p>Professional Indemnity Insurance = Two Million Pounds Sterling (£2,000,000)</p> <p>Product Liability Insurance = £0</p> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: http://www.hse.gov.uk/publications/hse39.pdf Please note this requirement is not applicable to Sole Traders.</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 7.2 | Data Protection | |
| 7.2(a) | <p>Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |



| | | |
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| | Regulation and to ensure the protection of the rights of data subjects. | |
| 7.2(b) | <p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none">• to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;• to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;• to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;• to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU | Please provide an explanation |

| | | |
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| | (if such transfers will take place); <ul style="list-style-type: none"> to maintain records of personal data processing activities; and to regularly test, assess and evaluate the effectiveness of the above measures. | |
| 7.3 | Health and Safety | |
| 7.3(a) | Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). Please use no more than 500 words. | |
| 7.4 | Payments in Contracts Above £5m per annum | |
| <p>If you intend to use a supply chain for this contract, you must demonstrate you have effective systems in place to ensure a reliable supply chain. This question is focused on exploring your payment systems.</p> <p>If your response to 7.4(a) below is NO and you do not intend to use a supply chain for this contract, you are not required to complete the subsequent questions.</p> | | |
| 7.4(a) | Please confirm if you intend to use a supply chain for this contract or (if relevant) to deliver any call off contract that may be awarded under this framework agreement (i.e. services that are used wholly or substantially for the purpose of performing or contributing to the performance of the whole or part of the contract) | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If "No" you do not need to complete the rest of this section</p> <p>NOT SCORED</p> |
| 7.4(b) | Please confirm that you have systems in place to pay those in your supply chain promptly and | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>PASS/FAIL</p> |



| | | |
|--------|---|--|
| | effectively, i.e. within your agreed contractual terms. | <i>Prior to contract award evidence will be required for this question from the successful bidder (where the bidder has answered “Yes” to question 7.4(a) above) to verify the response. PPN 10/23 guidance outlines the evidence that can be accepted.</i> |
| 7.4(c) | Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively. This should include all situations where payments are due; not all payments involve an invoice. You should explain this in the tender documents. | <div>Yes <input type="checkbox"/></div> <div>No <input type="checkbox"/></div> <div>PASS/FAIL</div> <i>Prior to contract award evidence will be required for this question from the successful bidder (where the bidder has answered “Yes” to question 7.4(a) above) to verify the response. PPN 10/23 guidance outlines the evidence that can be accepted.</i> |
| 7.5 | Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain. | <div>Yes <input type="checkbox"/></div> <div>No <input type="checkbox"/></div> <div>PASS/FAIL</div> <i>Prior to contract award evidence will be required for this question from the successful bidder (where the bidder has answered “Yes” to question 7.4(a) above) to verify the response. PPN 10/23 guidance outlines the evidence that can be accepted.</i> |
| 7.6(a) | <p>Please provide the percentage of invoices paid by you to those in your immediate supply chain on all contracts for each of the two previous six-month reporting periods. This should include the percentage of invoices paid within each of the following categories:</p> <div><div>1. within 30 days</div><div>2. in 31 to 60 days</div><div>3. in 61 days or more</div></div> | <div>1.</div> <div>2.</div> <div>3.</div> <div>4.</div> <div>OR</div> <div>{Insert URL link}</div> |

| 7.6(b) | <p>4. due but not paid by the last date for payment under agreed contractual terms.</p> <p>Please provide the average number of days taken by you to pay an invoice to those in your immediate supply chain on all contracts for each of the two previous six-month reporting periods.</p> | | | | | | | | | | | | | |
|---|--|--|----------------------|-------------------------------------|---------|--|-------------------------------------|------|---|--------------------------------------|------|--|---|------|
| <p>For 7.6(a) and 7.6(b), it is acceptable to cross refer to information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. If you do wish to cross refer, please provide details and/or insert link(s).</p> | | | | | | | | | | | | | | |
| 7.6(c) | <p>If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why. Note: if you are required to submit an action plan under question 7.6(d), this action plan must also set out steps to address your payment within agreed terms, to achieve a pass for question 7.6(d).</p> | <table><tr><th>Bidder's Performance</th><th>Assessment Criteria and Methodology</th><th>Outcome</th></tr><tr><td>Bidder pays all supply chain invoices within agreed terms.</td><td>Bidder meets the required standard.</td><td>Pass</td></tr><tr><td>Bidder does not pay all supply chain invoices within agreed terms but provides and explanation why.</td><td>Bidders meets the required standard.</td><td>Pass</td></tr><tr><td>Bidder does not pay all supply chain invoices within agreed terms and does not provide an explanation why.</td><td>Bidder does not meet the required standard.</td><td>Fail</td></tr></table> | Bidder's Performance | Assessment Criteria and Methodology | Outcome | Bidder pays all supply chain invoices within agreed terms. | Bidder meets the required standard. | Pass | Bidder does not pay all supply chain invoices within agreed terms but provides and explanation why. | Bidders meets the required standard. | Pass | Bidder does not pay all supply chain invoices within agreed terms and does not provide an explanation why. | Bidder does not meet the required standard. | Fail |
| Bidder's Performance | Assessment Criteria and Methodology | Outcome | | | | | | | | | | | | |
| Bidder pays all supply chain invoices within agreed terms. | Bidder meets the required standard. | Pass | | | | | | | | | | | | |
| Bidder does not pay all supply chain invoices within agreed terms but provides and explanation why. | Bidders meets the required standard. | Pass | | | | | | | | | | | | |
| Bidder does not pay all supply chain invoices within agreed terms and does not provide an explanation why. | Bidder does not meet the required standard. | Fail | | | | | | | | | | | | |
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| 7.6(d) | If you are unable to demonstrate that ≥95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six-months reporting periods, please provide an action plan for improvement which includes (as a minimum) the following: 1. Identification of the primary causes of failure to pay: a. 95% of all supply chain invoices within 60 days; and b. if relevant under question 7(c), all invoices within agreed terms. 2. Actions to address each of these causes. 3. A mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent). 4. Plan signed off by director. 5. Plan published on its website (this can be a shorter, summary plan). | Bidder's performance | Assessment criteria and methodology | Outcome |
|--------|---|--|--|------------------|
| | | Bidder pays ≥95% of all supply chain invoices in 60 days and the bidders average payment days are also ≥55 (both metrics may be calculated either with or without intercompany payments removed). Both metrics are hit concurrently in at least one of the previous two six-month reporting periods. | Bidder meets the required standard. | Pass |
| | | Bidder pays ≥90% <95% of all supply chain invoices in 60 days and the bidder's average payment days are also ≥55. Both metrics are hit concurrently in at least one of the previous two six-month | Bidder demonstrates action plan that includes (as a minimum) points 1-5. No action plan or action plan does not include all the above features. | Pass Fail |

| | | | | |
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| | <i>If you have an existing action plan prepared for a different purpose, it is acceptable to attach this, but it should contain the above features.</i> | reporting periods. | | |
| | | Bidder pays ≥90% of all supply chain invoices in 60 days in both previous six-month reporting periods after removing intercompany payments (if relevant). | Bidder's payment performance falls substantially below the required standard | Fail |
| | | Bidder's average payment days are >55 in both previous six-month reporting periods are removing intercompany payments (if relevant). | Bidder's payment performance falls substantially below the required standard. | Fail |
| 7.7 | Carbon Reduction in Contracts Above £5m per annum | | | |
| 7.7(a) | Please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan (CRP) which meets the required reporting standard | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>PASS/FAIL</p> | | |
| 7.7(b) | Provide a link to your most recently published Carbon Reduction Plan here: | Provide a web link (URL) to your CRP | | |
| 7.7(c) | Please confirm that your organisation is taking steps to reduce your GHG Emissions over time and is | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>PASS/FAIL</p> | | |



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|-------------|--|--|-----------------------------------|---------|
| | publicly committed to achieving Net Zero by 2050 | | | |
| 7.7(d) | Please provide your current Net Zero Target Date: | Year of Net Zero Target, e.g., 2050 | | |
| 7.7(e) | Supplier Emission Declaration | | | |
| 7.7(e)(i) | Baseline Year: | | | |
| 7.7(e)(ii) | Scope 1 emissions: | | | |
| 7.7(e)(iii) | Scope 2 emissions: | | | |
| 7.7(e)(iv) | Scope 3 emissions: | | | |
| 7.7(f)(i) | Current/Most Recent Reporting Year: | | | |
| 7.7(f)(ii) | Scope 1 emissions: | | | |
| 7.7(f)(iii) | Scope 2 emissions: | | | |
| 7.7(f)(iv) | Scope 3 emissions: | | | |
| 7.7(g) | The evaluation methodology to be applied for the measure is set out here for transparency, as per the Guidance on implementing PPN 06/21 . | Supplier Response | Assessment Criteria | Outcome |
| | | CRP submitted which; confirms the supplier's commitment to achieving Net Zero by 2050, contains emissions reported for all required Scopes (in accordance with the required methodology), details environmental management and carbon reduction measures in effect during the delivery of the contract and reporting period falls no more than 12 months prior to the date of commencement | Supplier has met the requirements | Pass |



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| | | of the procurement | | |
| | | CRP not submitted | Supplier has failed to meet the required reporting standard | Fail |
| | | CRP fails to confirm supplier's commitment to achieving Net Zero by 2050 | Supplier has failed to meet the required reporting standard | Fail |
| | | Emissions in the CRP are not reported for any Scopes or only for some Scopes, without an explanation of why the reporting is incomplete. | Supplier has failed to meet the required reporting standard | Fail |
| | | Emissions in the CRP not reported for any Scopes or only for some Scopes, but supplier provides acceptable explanation as to why the scopes are not proportionate to the business activity. | Supplier has met the requirements. | Pass |
| | | Reporting period is more than 12 months from the date of commencement of the procurement, but using your commercial judgement, the supplier provides what you deem to be an acceptable explanation as to why. | Supplier has met the requirements | Pass |



| | | | | |
|--------|---|--|---|------|
| | | Reporting period is more than 12 months from the date of commencement of the procurement, but using your commercial judgement, the supplier provides what you deem to be an acceptable explanation as to why. | Supplier has met the requirements | Pass |
| | | Supplier fails to detail the environmental management measures in effect, including certification schemes or specific carbon reduction measures that will be in effect during the performance of the contract. | Supplier has failed to meet the required reporting standard | Fail |
| 7.8 | Skills and Apprentices in Contracts Above £10m per annum | | | |
| 7.8(a) | Please state whether you will be supporting apprenticeships and skills development through this contract. | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 7.8(b) | If 'YES' please set out how you will develop and maintain skills to build a more skilled and productive workforce. Please also provide details of the process in place to ensure that your supply chain supports skills, development and apprenticeships. | | | |
| 7.9 | Suppliers' Past Performance | | | |



| | | |
|---------|--|---|
| 7.10(a) | Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7.10(b) | On request can you provide a certificate from those customers on the list? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7.10(c) | If you cannot obtain a certificate from a customer can you explain the reasons why? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7.10(d) | If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7.10(e) | Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7.11 | Tackling Modern Slavery in Supply Chains | |
| 7.11(a) | If you are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, and if your latest statement is available electronically, please provide: <ul style="list-style-type: none">• the web address,• precise reference of the documents. | |
| 7.11(b) | If your latest statement is not available electronically, please provide a copy. | |
| 7.11(c) | If you are not a relevant commercial organisation | |

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| | <p>subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level.</p> | |
| | <p>Any modern slavery statement or other statement or document should contain at least the following information:</p> <ul style="list-style-type: none"> a) the organisation's structure, its business and its supply chains; b) its policies in relation to slavery and human trafficking; c) its due diligence processes in relation to slavery and human trafficking in its business and supply chains; d) the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk; e) its effectiveness in ensuring that slavery and human trafficking is not taking place in its | |



| | | |
|--|---|--|
| | <p>business or supply chains, measured against such performance indicators as it considers appropriate;</p> <p>f) the training and capacity building about slavery and human trafficking available to its staff; or</p> <p>If all of this information is not included in your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award.</p> | |
|--|---|--|

| Section 8 | Compliance | |
|-----------------|--|----------|
| Question Number | Question | Response |
| 8.1 | Please attach Form of Tender (Schedule 04) | |
| 8.2 | Please confirm acceptance of the Contract Terms and Conditions (Schedule 06) | |

SCHEDULE 06 – CONTRACT CONDITIONS



DBT Mid Tier Core
Terms.pdf

SCHEDULE 07 - SPECIFICATION OF REQUIREMENTS

Introduction

The Department for Business and Trade (DBT) is the department for economic growth. We support businesses to invest, grown and export, creating jobs and opportunities across the country.

The purpose of this specification is to set out the scope of the Services that the Supplier will be required to deliver under the Contract.

Background

A comprehensive global dataset of companies is required (including all UK/Ireland companies) to enable the effective delivery of UK investment support services. The dataset procured must provide easily accessible, real-time, and accurate company intelligence to support bespoke enquiries from investor companies, across all sectors/sub-sectors and from all markets, as well as support the development of off-the-shelf propositions demonstrating the attractiveness of the UK. The company dataset must additionally support the verification of foreign ownership/shareholders (defined as 10% ownership by one entity outside of the UK), and internal strategic planning activities such as company profiling for account planning and the generation of target lists of companies for lead generation purposes. The reports must sit on a platform that is easily accessible, and provide accurate and up-to-date intelligence to support bespoke enquiries from investor companies; support the development of off-the-shelf propositions demonstrating the strength of the UK market.

Requirement

Functional outputs required from the company dataset will include, but not be limited to:

- Must have fully downloadable (and customisable) detailed financial and business company profiles, including business industry; full financials; ownership; key contacts; website; and news stories.
- Must have the capability to build and extract highly customised lists of companies using defined bespoke search parameters, such as: business industry (trade description/sector/sub-sector/SIC code); turnover/revenue; employee numbers; location; foreign ownership etc.)



- Must have the ability to upload, analyse and subsequently download an existing dataset of companies (for example, exhibitor list or company account list)
- Must be able to complete segmentation of company data
- Must have a mapping functionality (either via extracted datasets or within the system itself)
- The tool must have the ability to upload, analyse and subsequently download an existing dataset of companies in customisable output, reports and spread sheets in Excel/Word/PowerPoint/pdf.
- Access must be scalable with a minimum of 150 users with a tiered pricing frame.
- Must provide authentication of user whenever he/she logs into the system.
- System must be able to shut down in case of a cyber-attack.
- A verification email must be sent to user whenever he/she registers for the first time.
- Users must be able to register for a new account by providing their name, email address, and password.
- Registered users must be able to log in to the system using their username/email and password.
- The service must be kept up to date, with accurate data from credible sources.
- There must be unlimited downloads (not credit-based model)
- All data must be accurate and from credible in-country sources, accessible in real-time and frequently refreshed.

Technical service requirements will include, but not be limited to:

- Accurate data from credible in-country sources, accessible in real-time and frequently refreshed
- Permission based platform accessible 24/7
- Unlimited named users, restricted by concurrent users (minimum 15 concurrent users)
- Unlimited download (not credit-based model)
- 365 days a year service support/helpdesk
- Free customer training
- Excellent customer service
- GDPR Compliance and Process: The solution must comply with GDPR. This includes providing a list of Personally Identifiable Information (PII) stored in the systems and having processes to support with the various type of GDPR requests (e.g. 'Subject Access Request', 'Right to be Forgotten').
- Provision of updates to the tool(s) over the duration of the subscription contract .
- Arrangements for opening, transferring, and closing individual subscriptions and renewing user passwords.
- Respond to research requests and enquiries.
- Record client interactions.
- Communicate with stakeholders.
- A search feature allows users to search content/items by entering the query in the search bar.

Authorized Data Usage

As DBT work with a number of partners across the network to promote the UK, the licence agreement must enable data to be shared with third-parties, such as LGP/Das, intermediaries and DBT suppliers, where necessary for shared project working. The licence must also allow for use in marketing materials and for the express purposes of creating lead generation lists for DBT.

Service Credits

The use of Service Credits is governed by the following principles:

- The use of Service Credits does not prejudice the Authority's rights under appropriate clauses of the Contract in the event of inadequate performance by the successful Contractor.
- The Service Credit regime will be instigated at the Authority's discretion when there is a service failure.
- The Authority has full and complete discretion on whether to claim all, part or none of a Service Credit which it is due.
- Service Credits claimed, 5% of the invoice, will be applied to the subsequent invoice as a credit note.
- The full, agreed Credit Service regime will operate from the service commencement date until the end of the Contract Period.

The Key Performance Indicators are set out in the table below:

| KPI | TITLE | DESCRIPTION | MEASURE | FAILURE THRESHOLD |
|-----|--|---|---|---|
| 1 | Access to the tool | The hours the tool will be available. | The expectation is that the service will be available 24/7. | Unavailability of the service during the prescribed times, unless in cases of notified disruptions. |
| 2 | Support Service availability and response time | The hours the support desk will be available. | As a minimum the support desk must be available during standard working hours | Being unable to access support during standard working hours |



| | | | | |
|---|----------------------|---|--|--|
| 3 | Contract Management | A dedicated account manager must be appointed as part of the subscription. | Named point of contact throughout the duration of the subscription. | Unavailability of a named contact or back up person for account management purposes. |
| 4 | Quarterly reports | Usage stats must be provided on a quarterly basis (delivered to DBT within a week of the end of quarter) and on an ad-hoc basis within 72 hours of request. | Reports made available on a timely basis as agreed in the contract. | Failure to deliver quarterly reports or ad-hoc reports within the agreed period for two consecutive periods. |
| 5 | New account creation | New accounts must be created within the time period agreed in the contract. | New accounts must be created within the time period agreed in the contract. | Delay in setting up new accounts beyond the contractual time limit. |
| 6 | Quarterly Meetings | Quarterly update meetings between the supplier and DBT to discuss subscription and provide updates as necessary. | Supplier account manager or nominated person to attend quarterly meeting with DBT. | Failure of supplier account manager or nominated person to attend two or more consecutive meetings. |

Any 'Failure Threshold' scores against KPI 1, KPI 2 and KPI 5 service credits will be incurred. An aggregated amount of Service Credits calculated on a quarterly basis will be capped at 15% of a monthly payment payable to the successful Tenderer. However, a failure of meeting performance measures indicated by KPIs at more than 3 months over a 12-month period would be treated as a material breach of the Contract and can trigger termination of the Contract due to the successful Tenderer Default.



Annex A: Exclusion Grounds

Mandatory Exclusion Grounds

Listed in Public Contract Regulations 2015 (as amended) R57(1), (2) and (3) and the Public Contract Directives 2014/24/EU Article 57(1).

PARTICIPATION IN A CRIMINAL ORGANISATION

- ❖ Participation offence as defined by section 45 of the Serious Crime Act 2015
- ❖ Conspiracy within the meaning of:
 - section 1 or 1A of the Criminal Law Act 1977; or
 - article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983,

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime.

Corruption

- ❖ Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- ❖ The common law offence of bribery;
- ❖ Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983.

Terrorist offences or offences linked to terrorist activities

- ❖ Any offence:
 - listed in section 41 of the Counter Terrorism Act 2008;
 - listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
 - under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points.

Money laundering or terrorist financing

- ❖ Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002
- ❖ An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996.

Child labour and other forms of trafficking human beings

- ❖ An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

- ❖ An offence under section 59A of the Sexual Offences Act 2003
- ❖ An offence under section 71 of the Coroners and Justice Act 2009;
- ❖ An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994
- ❖ An offence under section 1, 2 or section 4 of the Modern Slavery Act 2015.

Non-payment of tax and social security contributions

- ❖ Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.
- ❖ Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:
 - HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
 - a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
 - a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established.

Other offences

- ❖ Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland.
- ❖ Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.

Discretionary Exclusions Grounds

Listed in Public Contract Regulations 2015 (as amended) R57(8) and the Public Contract Directives 2014/24/EU Article 57(4).

Obligations in the field of environment, social and labour law.

- ❖ Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including, but not limited to, the following:
 - In the last 3 years, where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body).
 - In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors



(or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.

- In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

- Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State.

Grave professional misconduct

- Guilty of grave professional misconduct

Distortion of competition

- Entered into agreements with other economic operators aimed at distorting competition.

Conflict of interest

- Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

- Advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure.

Prior performance issues

- Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or

a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

- The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award, or withheld such information or is not able to submit supporting documents required under regulation 59.

Breach of obligations relating to the payment of taxes or social security contributions.

1. The contracting authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Additional grounds

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.



Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.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 company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).