**Invitation to Tender for UKCS Licensee Financial Analysis Support**

Tender Reference Number: 1200/08/2016

Deadline for Tender Responses: 9th September 2016

**Department of Energy and Climate Change**

Date: 23rd August 2016

The Department of Energy and Climate Change (“DECC”)[[1]](#footnote-1) wishes to commission a project to UKCS Licensee Financial Analysis Support.

Enclosed are the following sections:

* Section 1 (page 3) Instructions on tendering procedures
* Section 2 (page 8) Specification of requirements
* Section 3 (page 16) Further information on tendering procedure
* Section 4 (page 19) Declarations and information to be provided;

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Questions for tenderers

* Annex A: Pricing schedule

Please register your interest in submitting a tender for this project by emailing [andrew.bullimore@oga.gsi.gov.uk](mailto:andrew.bullimore@oga.gsi.gov.uk). This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned by 9th September 2016 clearly marked as “TENDER”.

I look forward to receiving your response.

Yours sincerely,

Andrew Bullimore

Email: [andrew.bullimore@oga.gsi.gov.uk](mailto:andrew.bullimore@oga.gsi.gov.uk)

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for **UKCS Licensee Financial Analysis Support**

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Deadline for Tender Responses: 9th September 2016

**Contents**

A. Indicative Timetable 4

B. Procedure for Submitting Tenders 4

C. Conflict of Interest 5

D. Evaluation of Responses 6

E. Terms and conditions applying to this Invitation to Tender 6

F. Further Instructions to Contractors 6

G. Checklist of Documents to be Returned 7

# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. DECC reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Date opportunity advertised | 23 August 2016 |
| ITT issued | 23 August 2016 |
| Deadline for receipt of queries about ITT | 16.00 on 30 August 2016 |
| Response circulated to queries | 16.00 on 02 September 2016 |
| Deadline for receipt of tenders | 17.00 on 09 September 2016 |
| Evaluation of Written Bids | w/c 12 August 2016 |
| Selection of Preferred Supplier and Contract award | w/c 12 August 2016 |
| Contract start and kick-off meeting to agree and finalise approach to the study | w/c 19 September 2016 |
| Progress report and review of initial outputs | 28 September 2016 |
| Draft red-flag report | 05 October 2016 |
| Final red-flag report and summary presentation | 10 October 2016 |

The contract is to be for a period of (x) months unless terminated or extended by the Department in accordance with the terms of the contract.

# Procedure for Submitting Tenders

The maximum page limit for tenders is 10 pages (excluding declarations).

Please send 3 hard copies of your tender to Andrew Bullimore, Oil and Gas Authority, 21 Bloomsbury Street, London, WC1B3HF by 17:00 on the 9th September and **email** your proposal **after** the deadline to [andrew.bullimore@oga.gsi.gov.uk](mailto:andrew.bullimore@oga.gsi.gov.uk).

For questions regarding the procurement process please contact Andrew Bullimore at [andrew.bullimore@oga.gsi.gov.uk](mailto:andrew.bullimore@oga.gsi.gov.uk).

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Department does not undertake to consider tenders received after that time. The Department requires tenders to remain valid for a period indicated in the specification of requirements.

DECC shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. DECC shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed contract, email [andrew.bullimore@oga.gsi.gov.uk](mailto:andrew.bullimore@oga.gsi.gov.uk). All questions should be submitted by 16:00 on the 30th August 2016; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 2nd September 2016 and circulate – unnamed - to all organisations that have expressed an interest in bidding. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Conflict of Interest

The DECC standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State.

For research and analysis, conflict of interest is defined the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensue maintain an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

1. **During the bidding process, organisations may contact DECC to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any responses given to individual organisations or consortia will be published on contract finder (in a form which does not reveal the questioner’s identity). Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **Contractors are asked to sign and return Declaration 3 (page x) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
3. **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in DECC exercising its right to terminate any contract awarded.

# Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

# Terms and conditions applying to this Invitation to Tender

The DECC Standard Terms and Conditions of Contract will apply to this contract. These can be downloaded from Contracts Finder.

# Further Instructions to Contractors

The Department reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 2nd September 2016. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

DECC reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Department is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

# Checklist of Documents to be Returned

* Proposal (maximum 10 pages)
* Annex A – pricing schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest

**Section 2**

**Specification of Requirements**

Invitation to Tender for **UKCS Licensee Financial Analysis Support**

Tender Reference Number: 1200/08/2016

Deadline for Tender Responses: 9th September 2016

**Contents**

1. Introduction 9

2. Requirement 9

3. Expected Outputs 10

4. Approach 10

5. Timetable 11

6. Working Arrangements 11

7. Skills and experience 12

8. Consortium Bids 12

9. Budget 13

10. Evaluation of Tenders 13

Criterion 13

Description 13

Weighting 13

# Introduction

The UK oil and gas industry provides a great number of jobs, delivers secure energy for homes and businesses, and generates significant value for the British economy every year, at home and through exports overseas. The decline in oil prices has magnified the issues that companies operating on the UK Continental Shelf (UKCS) have been grappling with for a number of years, highlighting the need for operational and behavioural transformation.

The Department of Business, Energy and Industrial Strategy (BEIS) have a team which consists of subject experts embedded from the OGA, policy and programme expertise from BEIS and external insolvency and financial advisors. This team has been working with others in Government to understand the financial challenges faced by UKCS licence holders in light of the enduring lower oil and gas prices and what impact that may have on their activities and decommissioning obligations.

# Requirement

BEIS have recently implemented measures to assess and identify potential Licensees who may already be, or may be likely to be in the near future, in financial distress. To inform this review of the sector BEIS have requested detailed financial data sets from a number of UKCS License holders. The information requested is summarised below:

1. UK subsidiary information

a) Financial information and arrangements

1. Management and audited accounts;
2. Group structure/organogram;
3. Asset performance reports;
4. Details of any financial arrangements and joint venture partnerships.

b) Decommissioning Security

1. Details of Decommissioning Security Agreements (DSAs);
2. Clauses or agreements in the joint operating agreement (JOA) or other commercial agreements which cover decommissioning liabilities or provisions.

2. Parent company information

1. Confirmation of support to the UK subsidiary/subsidiaries.

*Note: the quality and completeness of response from Licensees is varied.*

This procurement will help BEIS to analyse seven of these company financial data sets to understand whether there are any Licensees and assets at risk, understand any potential impact, and ultimately devise a plan to mitigate any government liability.

The role of the appointed analyst will be to support the work programme by providing concise analysis based on data received from the Licensees and a key issues report and analysis to assist BEIS in identifying which companies are potentially in financial distress over the short to medium term and that may require further investigation.

# Expected Outputs

The supplier will deliver a collation and analysis of data provided by Licensees to develop a key issues report and analysis, identifying any Licensees that are potentially in financial distress over the short to medium term and the degree to which the company is supported by its parent organisation. The report should be summarised in a simple, easy to understand format that can be shared with other departments to inform decision making. The output of this will inform BEIS of those companies that may require further financial assessment.

# Approach

In producing the outputs the contractor should, based upon their extensive experience of working with oil and gas companies, advise on the best practice approach to the analysis of company financials. This approach should include:

Data

* a review of the available data outlining missing data or gaps in the request;
* key metrics and values that are individually, or jointly, used to create the key-issues report;
* the use of publically available data as and where appropriate.

Analysis

* the conclusions supporting the assessment that the Licensee may be financially distressed or likely to be so in the short to medium term;
* a consideration of the capacity of the parent company guarantee to cover liabilities of the UK subsidiary;
* to the extent a Licensee is identified, the proposed course of action for further assessment.

# Timetable

Contractors must demonstrate that they can meet the following provisional timetable:

|  |  |
| --- | --- |
| **Event / Milestone** | **Date and Time** |
| Date opportunity advertised | 23 August 2016 |
| ITT issued | 23 August 2016 |
| Deadline for receipt of queries about ITT | 16.00 on 30 August 2016 |
| Response circulated to queries | 16.00 on 02 September 2016 |
| Deadline for receipt of tenders | 17.00 on 09 September 2016 |
| Evaluation of Written Bids | w/c 12 August 2016 |
| Selection of Preferred Supplier and Contract award | w/c 12 August 2016 |
| Contract start and kick-off meeting to agree and finalise approach to the study | w/c 19 September 2016 |
| Progress report and review of initial outputs | 28 September 2016 |
| Draft red-flag report | 05 October 2016 |
| Final red-flag report and summary presentation | 10 October 2016 |

# Working Arrangements

The appointment offer will be confirmed in the w/c 12th August and the work will commence by the w/c 19th September.

The successful contractor will be expected to identify one named point of contract through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact. We envisage the CONTRACTOR working closely with the BEIS team through regular progress meetings and updates.

It is proposed that the work be structured as follows:

* Kick-off meeting to agree and finalise approach to the study – w/c 19 September;
* Progress report and review of initial outputs – 28th September
* Draft red-flag report – 5th October;
* Final red-flag report and summary presentation – 10th October.

We envisage the need for close interaction between the BEIS Project Manager and contractor throughout the process, to ensure that emerging issues are dealt with promptly and that the BEIS fully understand the assumptions and approach taken. In addition to answering the analytical questions, BEIS will need timely access to all the key assumptions used in the analysis and the data and methodologies used to carry out the work.

# Skills and experience

BEIS would like you to demonstrate that you have the experience and capabilities to undertake the project. Your tender response should include a summary of each proposed team members experience and capabilities.

Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade / seniority of staff and number of days allocated to specific tasks.

Contractors should identify the individual(s) who will be responsible for managing the project.

# Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note DECC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

DECC recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to DECC so that it can make a further assessment by applying the selection criteria to the new information provided.

# Budget

The budget for this project is £30,000 excluding VAT.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

Cost will be a criterion against which bids which will be assessed.

Payments will be linked to delivery of key milestones. The indicative milestones and phasing of payments is as follows. This can be adjusted and agreed with the contractor based on the tender response/details. Please advise in your tender response how this breakdown reflects your usual payment processes:

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

# Evaluation of Tenders

Contractors are invited to submit full tenders of no more than 10 pages, excluding declarations. Tenders will be evaluated by at least three DECC staff.

DECC will select the bidder that scores highest against the criteria and weighting listed below:

* **Conflict of interest:** pass/fail. See page 5 of the ITT for further information
  1. **Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| Criterion | Description | Weighting |
| 01 | **Understanding the requirements -** please demonstrate that you have an understanding of what it is that DECC requires. | 20% |
| 02 | **Delivery plan -** with specific reference to the description of the requirements, working arrangements and expected outputs as stated above, please provide a detailed delivery plan. | 10% |
| 03 | **Skills and knowledge -** please provide detailsof your suitability to provide analysis of the nature described, including details of relevant expertise and experience**.** | 20% |
| 04 | **Skills and knowledge -** please provide detailshow relevant skills and knowledge of the team members will be utilised in the performance of the contract. | 10% |
| 05 | **Pricing** - please complete the price schedule in Annexe A specifying the hourly rates (exc-VAT) you will charge for each level of your staff. Position should indicate whether Partner, Managing Consultant, Principal, Consultant, Junior Consultant etc. | 40% |

**Scoring Method**

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

|  |  |
| --- | --- |
| **Score** | **Description** |
| 1 | Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard |
| 2 | Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps |
| 3 | Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps. |
| 4 | Good: Proposal meets the required standard, with moderate levels of assurance |
| 5 | Excellent: Proposal fully meets the required standard with high levels of assurance |

**Scoring Method for Pricing**

BEIS will use a proportionate pricing scoring methodology. There will be a maximum of 40 marks (40% weighting), the lowest priced bid will receive the full 40 marks and all other bids will then be marked as set out in the example below.

Proportionate pricing scoring (example only)

If 20% = 20 marks

|  |  |  |
| --- | --- | --- |
| Supplier | Price | Marks |
| 1 (lowest bid) | £50,000 | 20 |
| 2 | £60,000 | 50/60 \* 20 = 16.7 |
| 3 | £75,000 | 50/75 \* 20 = 13.3 |

* 1. **Structure of Tenders**

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedule attached at Annex A, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

* 1. **Bid Clarification**

DECC reserves the right to award the contract based on applicants’ written evaluation only if one candidate emerges from the evaluation stage as significantly stronger than the others.

DECC may invite all suppliers for bid clarification if they feel bid clarification should be carried out.

* 1. **Feedback**

Feedback will be given upon request to the unsuccessful bidders.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for **UKCS Licensee Financial Analysis Support**

Tender Reference Number: 1200/08/2016

Deadline for Tender Responses: 19th September 2016

**Contents:**

A. Definitions 17

B. Data security 17

C. Non-Collusion 18

# Definitions

Please note that references to the "Department" throughout these documents mean The Secretary of State for Energy and Climate Change acting through his/her representatives in the Department of Energy and Climate Change.

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Department. You should be aware of the Department’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, of if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government’s transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

# Data security

The successful tenderer must comply with the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of *DECC*, and in particular personal information, must be held and transferred securely**. Contractors must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to *DECC***. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of *DECC* is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* procedures for storing both physical and system data;
* data back-up procedures;
* procedures for the destruction of physical and system data;
* how data is protected;
* data encryption software used;
* use of laptops and electronic removable media;
* details of person/s responsible for data security;
* policies for unauthorised staff access or misuse of confidential/personal data;
* policies for staff awareness and training of DPA;
* physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of DECC. Section 4 contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

* Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
* Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Department will disqualify your tender from being considered and may constitute a criminal offence.

**Section 4**

**Declarations to be submitted by the Tenderer**

Invitation to Tender for **UKCS Licensee Financial Analysis Support**

Tender Reference Number: 1200/08/2016

Deadline for Tender Responses: 9th September 2016

**Contents**

Declaration 1: Statement of non-collusion 20

Declaration 2: Form of Tender 21

Declaration 3: Conflict of Interest 22

Declaration 4: Questions for tenderers 24

# Declaration 1: Statement of non-collusion

To: The Department of Energy and Climate Change

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

1. communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Declaration 2: Form of Tender

To: The Department of Energy and Climate Change

1. Having considered the invitation to tender and all accompanying documents

(including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.

6. We understand that the Department is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

**\*** These may include (but are not restricted to);

* A professional or personal interest in the outcome of this research
* For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
* Current or past employment with relevant organisations
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
* Gifts or entertainment received from relevant organisations
* Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify DECC straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Declaration 4: Questions for tenderers

In some circumstances the Department is required by law to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) 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; |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| 1. the offence of bribery, where the offence relates to active corruption; |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |  |
| 1. the offence of conspiracy to defraud; |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671); |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| 1. 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; or |  |
| 1. 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; or |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. |  |

**Annex A: Pricing Schedule**

**Part A – Staff/project team charges**

|  |  |
| --- | --- |
| Set up Costs – please specify |  |
|  |
| Expenses |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*Grade/level of staff** | **Daily rate**  **(ex VAT)** | **No. days offered over course of contract** | **Tasks to be undertaken on this project** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total** | | |  | **£** |

[\*Suppliers should also include sub-contractors]

**Part B – Non-staff/project team charges**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **No. of items** | **Price per item**  **(ex VAT)** | **Total price per offered** |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total** | | | **£** |

**Part C – Full price offered**

|  |  |
| --- | --- |
| **Sub-total (Part A + Part B)** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

1. *The government has recently announced the creation of a new Department that will cover Business, Energy and Industrial Strategy. That Department has not yet been incorporated (this requires secondary legislation) and, prior to this, the Department for Energy and Climate Change remains the contracting authority (under the Public Contracts Regulations 2015) for the purpose of this procurement and will be the party to any contract entered into.  On incorporation of the new Department, DECC’s existing functions, and its rights and liabilities under its existing contracts, will transfer automatically to the new Department (under the relevant secondary legislation).* [↑](#footnote-ref-1)